

From: (b)(6) .NAVFAC MIDLANT, ROICC Camp Lejeune
To: (b)(6) .NAVFAC MIDLANT, BD; (b)(6) .NAVFAC MIDLANT, Staff; (b)(6) (b) .NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) .NAVFAC MIDLANT, ROICC Camp Lejeune
Subject: Correspondence Regarding Group II (Email 1), Freedom of Information Act (FOIA) Request DON-NAVY-2017-003161 - Camp Lejeune - P1383 & P1384 Base Entry Point / CLEO Building Projects Contract No. K1310-002-S / Project Number K1310 SLO Case No. 16-970
Date: Friday, May 12, 2017 13:19:09
Attachments: [Non-DoD Source RE P-1383 CLEO TAB Verification and PVT field checks preparations.msg](#)
[Non-DoD Source RE July Invoice Questions.msg](#)
[Non-DoD Source Transmittal 1278 RFI-349 CLEO ELECTRICAL LIGHT SWITCH ABSENT.msg](#)
[Non-DoD Source DISPOSITION OF THE 4-TIER LOCKERS.msg](#)
[Non-DoD Source FW Scheduling for swap out of HDPE Single Tier Lockers for Camp Lejeune Entry CLEO 2 .msg](#)
[Non-DoD Source FW Lockers. Cleo.msg](#)
[RE Lockers. Cleo.msg](#)
[RE Lockers. Cleo.msg](#)
[PT 3.msg](#)
[Non-DoD Source RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES.msg](#)
[Non-DoD Source FW URGENT RFI.msg](#)
[RE URGENT RFI.msg](#)
[Non-DoD Source FW RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES.msg](#)
[Non-DoD Source FW J.T. Yates Electric Service Inc. Group III Mgt. Inc. \(16-9704\).msg](#)
[RE Rack Add at CLEO.msg](#)
[Non-DoD Source FW Rack Add at CLEO.msg](#)
[Non-DoD Source CLEO PLUMBING QUESTION.msg](#)
[Non-DoD Source RE Remaining TAB work .msg](#)
[Non-DoD Source Transmittal 1315 RFI-357 CLEO CLASSROOM COLD-WATER LINE FLOW-PRESSURE TO WATER CLOSETS.msg](#)
[RE Non-DoD Source Fw Dragados USA Inc..msg](#)

There will be several emails with Group III correspondence. In the last email I'll let you know how many total were sent.

Thanks!

R/

(b)(6)

(b)(6)
Contract Specialist
ROICC Camp Lejeune
(b)(6)

From: (b)(6)
To: (b)(6); (b)(6); (b)(6); (b)(6); (b)(6); (b)(6);
(b)(6); NAVFAC MIDLANT, ROICC Camp Lejeune;
(b)(6); NAVFAC MIDLANT, ROICC Camp Lejeune;
Camp Lejeune; (b)(6); NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6)
Cc: (b)(6); (PM, Group III Management); (b)(6); (Group III Mgt Superintendent); (b)(6)
Subject: [Non-DoD Source] CLEO PLUMBING QUESTION
Date: Tuesday, December 13, 2016 13:49:33
Attachments: [image001.png](#)
[ADEQUACY OF CLEO CLASSROOM BUILDING COLD WATER LINE PIPE SIZE.pdf](#)

(b)(6) – AMEC

(b)(6) - AMEC

(b)(6) – CEMS

(b)(6) - NAVFAC

Good afternoon (b)(6). We're having a problem with the efficiency of the flush in the commodes in the CLEO Classroom building. It's pressure related. We are using American Standard toilets and valves and have the 1" cold water piping coming in as shown on the plans. (there is 2" service to the Admin building, 1-1/2" service to the mechanical room in the Admin building, then 1" service to the Classroom toilets.)

We know from our product specs that we must have 25psi to flush the commodes. We've had a plumber come out and measure the cold-water line static-pressure at 50psi. As soon as the toilet is flushed the flow-pressure drops to zero and then slowly climbs back up.

We replaced the valves to rule out having faulty valves and the problem continues so we don't feel it is the valve. We contacted technical services for American Standard and they inquired about the length of the run of 1" cold-water pipe. We said it was between 75'-100' (distance from the Admin mechanical room to the Classroom toilet). They sent the attached Uniformed Plumbing Code (UPC) fixture unit table for determining water pipe sizes. They said in conversation that even 75' is too long a distance for 1" pipe to maintain flow-pressure of greater than 25psi. (flow-pressure being more important than static-line pressure).

We talked about remedies. Three options were discussed.

1. Increase the line size to 1-1/2". There is no interest in pursuing this option.
2. Install line boosters. A viable option but they said there could still be problems if both toilets were flushed simultaneously. I don't recommend this option.
3. Install a toilet that has a water tank. This is the most practical remedy. The fact that the building is a Game Warden facility on a Marine Corps Base should alleviate vandalism concerns about having a tank-type toilet. I am recommending this option.

Given the above facts do you accept that the flow-pressure to toilet room no.130 may be insufficient to flush the toilets? Do I need to submit the test results for the static and flow pressure readings? What do you think about the remedies discussed? Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) | Email: (b)(6)
<[\(b\)\(6\)](mailto:(b)(6))>

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From: (b)(6)
To: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC
Camp Lejeune
Cc: (b)(6) (PM, Group III Management); (b)(6) (Group III Mgt Superintendent)
Subject: [Non-DoD Source] DISPOSITION OF THE 4-TIER LOCKERS
Date: Friday, August 19, 2016 16:33:54
Attachments: [image001.png](#)

Good afternoon Joel. The single-tier lockers will be installed on 2Sep. What do you want done with the 4-tier lockers? Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) | Email: (b)(6)
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From: (b)(6)
To: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#); (b)(6) [MARFORCOM, GF, EMD, ECON, CLEO](#)
Cc: (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#); (b)(6) [\(Group III Mgt Superintendent\)](#)
Subject: [Non-DoD Source] FW: Lockers. Cleo
Date: Thursday, August 25, 2016 8:53:07
Attachments: [image001.png](#)

(b)(6) I'd like to install the lockers in the CLEO on 31Aug. Any objections? R/

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) c (b)(6) Email: (b)(6)
<[mailto:\(b\)\(6\)](#)>

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From (b)(6)
Sent: Wednesday, August 24, 2016 7:57 PM
To: (b)(6)
Subject: Lockers. Cleo

(b)(6) the locker sub asked me could they do the locker switch out on August 31st that is a Wednesday! Thanks

From: (b)(6)
To: (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#)
Cc: (b)(6) [\(Group III Mgt Superintendent\)](#)
Subject: [Non-DoD Source] FW: URGENT RFI
Date: Thursday, September 22, 2016 12:47:48

Good afternoon (b)(6) Is the below accurate? Should we move the heat pump apparatus to the adjacent room?
Thanks. R (b)(6)

From: (b)(6) [[\(b\)\(6\)](mailto:(b)(6))]
Sent: Thursday, September 22, 2016 9:50 AM
To: (b)(6)
Subject: URGENT RFI

(b)(6) -

There is not enough room in the gatehouse mechanical room 123 to install the heat pump apparatuses without it being in the middle of the room. We would like to move the apparatuses to room 123 next door, up against the wall divides storage 122 and mechanical 123 (b)(6) has looked at it and said he agrees there is not enough room in mechanical 123 and that he is ok with this plan but it needs to go up the chain via RFI. THIS IS VERY URGENT.

Thank you -

(b)(6)

From: (b)(6)
To: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [\(PM, Group III Management\)](#); (b)(6) [\(Group III Mgt Superintendent\)](#)
Cc: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#)
Subject: [Non-DoD Source] RE: Remaining TAB work
Date: Friday, December 16, 2016 16:56:13

Good afternoon (b)(6). The new 6 gpm valve was installed today. Research Air Flow was present to re-TAB this portion of the work after installation. I have request that my sub provide me the new re-TAB results on Monday. MTF. Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | |
311 Parachute Tower Road | Camp Lejeune, NC 28542 |
Phone: w (b)(6) | c (b)(6) | Email: (b)(6)
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-----Original Message-----

From: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#) [[mailto:\(b\)\(6\)](#)]
Sent: Thursday, December 15, 2016 3:50 PM
To: (b)(6); (b)(6); (b)(6); (b)(6)
Cc: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#)
Subject: Remaining TAB work

(b)(6),

When will the valve replacement be completed at the Visitor Center? The valve rework will require shutting down the two heat pumps (i.e.: no heating available for the building) which will impact the occupants significantly. This work needs to be completed prior to turning over the building. Please provide schedule ASAP.

Also, we are still waiting on submission of the seasonal heating test reports which will require verification. Please provide confirmation on the schedule for completion and submission.

(b)(6), PE
Supervisory Construction Manager
RIOCC Camp Lejeune, NC

(b)(6)
(b)(6)
(b)(6)

From: (b)(6)
To: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune (b)(6) NAVFAC MIDLANT, RIOCC
(b)(6)
Subject: [Non-DoD Source] RE: July Invoice Questions
Date: Thursday, August 11, 2016 9:09:39

Hopefully by COB today, tomorrow at the latest. Waiting on Group III to provide their update.

(b)(6) | Senior Vice President North Carolina, South Carolina & Virginia | 4600 Marriott Drive,
suite 140|Raleigh, North Carolina 27612| Phone: (b)(6) | Email: (b)(6)
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-----Original Message-----

From: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune [mailto:(b)(6)]
Sent: Wednesday, August 10, 2016 9:45 AM
To: (b)(6) (b)(6); (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6)
Subject: RE: July Invoice Questions

(b) -

Using that logic, won't you have line items that, in the end, never reach 100% billing?

I think (b) concern is that we will reach the end and have limited financial security for the remaining items.

Further, we should only be paying you each month for work in place as of the closing date of your billing cycle.
Given your logic, haven't we technically paid for items that are yet to be complete?

When do anticipate getting us a schedule?

R/
(b)(6)

(b)(6)
Contract Specialist
ROICC Camp Lejeune
(b)(6)
DSN (b)
(b)(6) fax
(b)(6)

-----Original Message-----

From: (b)(6) [mailto:(b)(6)]

Sent: Tuesday, August 09, 2016 6:36 PM

To: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC
MIDLANT, RIOCC Camp Lejeune; (b)(6)
Subject: [Non-DoD Source] RE: July Invoice Questions

Because the total project budget still reflects the total amount as per the contract. Let's discuss it when we meet next week.

Thanks,

(b)(6) | Senior Vice President North Carolina, South Carolina & Virginia | 4600 Marriott Drive,
suite 140|Raleigh, North Carolina 27612| Phone: (b)(6) | Email: (b)(6)
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-----Original Message-----

From: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune [mailto:(b)(6)]
Sent: Tuesday, August 09, 2016 4:30 PM
To: (b)(6), (b)(6), (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6)
Subject: RE: July Invoice Questions

(b) -

Understood about the invoicing method for the steel, but then when we did mod in the increased pile driving, we added \$2,053,870, which you also have a line item for (P00021) and billed out 100% in last December's invoice #39. How is this not double-dipping?

R/

(b)(6)

(b)(6)
Contract Specialist
ROICC Camp Lejeune

(b)(6)
DSN (b)(6)
(b)(6) fax
(b)(6)

-----Original Message-----

From: (b)(6) [mailto:(b)(6)]
Sent: Tuesday, August 09, 2016 2:00 PM
To: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6)
Cc: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune
Subject: [Non-DoD Source] RE: July Invoice Questions

Good afternoon (b)(6),

All the line items identified below are related to pile driving operations. As you know, the pile driving operations were the only items that, as per the contract, could have overrun/underruns therefore, there was a potential for overrun which is what is reflected in the EVR.

LT Sleeper requested that, in order to avoid doing several Contract Modifications during the Project, we would track the final quantities at the end of the pile driving operations but capture the overruns during the months. That's why you see the percentages above 100% that were resolved by the contract modification.

On the other side, I have been out of the country and not been able to tackle the Schedule update for this invoice submittal, would you agree to process it and I will submit it this week?

Regards,

(b)(6) | Senior Vice President North Carolina, South Carolina & Virginia | 4600 Marriott Drive, suite 140|Raleigh, North Carolina 27612| Phone: (b)(6) | Email: (b)(6)
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-----Original Message-----

From: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune [mailto:(b)(6)]
Sent: Tuesday, August 09, 2016 10:52 AM
To: (b)(6); (b)(6)
Cc: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune
Subject: July Invoice Questions

(b)(6)

Please explain for me why we are showing more than 100% complete on the following lines (from the excel sheet) on the current invoice:

473 - 118%
474 - 103%
503 - 132%
514 - 125%
534 - 101%
729 - 106%
731 - 134%

Also, the schedule uploaded to WAWF is not current. We need you to submit your current schedule update.

(b)(6)
Construction Manager
ROICC Camp Lejeune, NC
(b)(6)
(b)(6)

-----Original Message-----

From: (b)(6) [mailto:(b)(6)]

Sent: Wednesday, August 03, 2016 2:03 PM

To: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6); (b)(6)
(b) NAVFAC MIDLANT, ROICC Camp Lejeune
Subject: [Non-DoD Source] FW: JULY EVR AFTER OT'S REVIEW

(b) & I have reviewed the "Earned Value Report July 2016"- we agreed with a lot of the items- and several items Dragados made some correction-

Line #

44 100% to 98%

78 100% to 98%

90 100% to 75%

98 100% to 99%

99 100% to 60%

102 85% to 85% no change

169 100% to 98%

200 100% to 98%

247 100% to 95%

250 100% to 99%

383 100% to 80%

Item #472 WCB delay REA for \$1,911,844.00 I do not know about this

All the other items are OK

ot

From (b)(6) [mailto:(b)(6)]

Sent: Wednesday, August 03, 2016 11:15 AM

To: (b)(6) (b)(6) >

Cc: (b)(6) (b)(6) >; (b)(6) (b)(6)

Subject: JULY EVR AFTER OT'S REVIEW

Good morning OT. Attached is a clean copy of the July EVR that reflects the changes we agree to.

Note: I had to modify 3 percentages we agreed to:

- Row 102, Install Lighting (Area #2), we agreed to 80% but I had to make it 85% to reflect what was paid previously.
- Row 169, Place Surface Pave (Area #3), we agreed to 95% but I had to make it 98% to reflect what was paid previously.
- Row 383, Punchlist Demobilization (CLEO), we agreed to 70% but I had to make it 80% to reflect what was paid previously.

Thanks. R. (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) Email: (b)(6)
<[\(b\)\(6\)](mailto:(b)(6))>

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From: (b)(6)
To: (b)(6) [.NAVFAC MIDLANT, ROICC Camp Lejeune](#)
Cc: (b)(6)
Subject: [Non-DoD Source] FW: J.T. Yates Electric Service, Inc. / Group III Mgt., Inc. (16-9704)
Date: Friday, November 04, 2016 10:44:52
Attachments: [image001.png](#)
[Mail_16110315110.pdf](#)

Good morning (b)(6). Attached is FYI- only. The subject is a pay dispute between our 2nd-tier sub (Yates Electric) and our 1st-tier (Group III Mgt) over retainage. Please see my email below to Group III. Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) | Email: (b)(6)
<[<mailto:\(b\)\(6\)>](mailto:(b)(6))>

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From: (b)(6)
Sent: Friday, November 04, 2016 10:35 AM
To: (b)(6) (Group III Mgt.); (b)(6) (PM, Group III Management)
Cc: (b)(6) (Dragados Senior Vice President); (b)(6) (Dragados USA)
Subject: FW: J.T. Yates Electric Service, Inc. / Group III Mgt., Inc. (16-9704)

Good morning (b)(6). Attached is a letter I received from legal counsel retained by Yates Electric for a dispute between them and you over retainage. Dragados, as you know, is not a party to this dispute. I do, however, encourage you to remedy this quickly because, as we see it, the government paid us and, in turn, you for work you are retaining monies for. This is prohibited under our contract with you and by the FAR.

I will be providing the government a copy of this letter as I am required to do so. Please advise me on any actions you choose to take toward remedy. Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) | Email: (b)(6)
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From: (b)(6) [[\(b\)\(6\)](mailto:(b)(6))]
Sent: Thursday, November 03, 2016 5:49 PM
To: (b)(6)
Subject: Fwd: J.T. Yates Electric Service, Inc. / Group III Mgt., Inc. (16-9704)

(b)(6) :

Attached please find an electronic copy of my letter of today's date. Please review the letter, and let me know if you have any questions. My client is hoping that Dragados will be able to apply pressure upon Group III so that Yates can be paid what it is unquestionably due and owing.

Thank you for your attention.

(b)(6)

Safran Law Offices

120 S. Boylan Ave. (27603)

Post Office Box 587

Raleigh, NC 27602

Phone: (b)(6)

Fax: (b)(6)

Safran Law Blog <<http://saflaw.squarespace.com/safranlawblog/>> / @SafranLawBJS
<<https://twitter.com/SafranLawBJS>>

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Begin forwarded message:

November 3, 2016

(b)(6)

Dragados
311 Parachute Tower Road
Camp Lejeune, NC 28542

VIA CERTIFIED MAIL AND E-MAIL

(b)(6)

RE: *J.T. Yates Electric Service, Inc. - Group III Mgt., Inc.*
P1383 & P1384 Base Entry Point / CLEO Building Projects
SLO Case No. 16-9704

Dear (b)(6):

This firm has been retained by J.T. Yates Electric Service, Inc. ("Yates"), with respect to the collection of amounts due and owing to it by your subcontractor, Group III Management, Inc. ("Group III"), in relation to work performed by Yates on the P1383 & P1384 Base Entry Point / CLEO Building projects at Camp Lejeune, North Carolina (collectively the "Project"). This letter is delivered as the notice required pursuant to 40 U.S.C. § 3133(b)(2) (the "Miller Act"), in relation to the payment bond furnished by Dragados for the Project, and Yates reserves the right to file a claim against the bond if the payment described below is not made.

Yates entered into a subcontract with Group III to provide electrical construction services for the Project. (See attached.) Section 5.2.2 of the subcontract provides that the "rate of retainage shall be equal to the percentage retained from the Contractor's payment by the Owner for the Subcontractor's Work," and that if the Subcontractor does not provide a bond or security, the rate of retainage shall be 10%. My client is informed that the owner has not withheld any retainage against Dragados, given that federal / military contracts do not call for retainage, and my client is further informed that Dragados has not withheld any retainage against Group III. Accordingly, not only is Group III's withholding of retainage against Yates improper under the subcontract, it is also in violation of federal prompt pay laws and regulations.

At the present time, Group III is withholding not less than \$68,301.75 from Yates for purported retainage. Dragados, as the general contractor for the Project, is hereby requested to demand immediate payment by Group III to Yates of this amount. If Yates does not receive payment for the withheld retainage by Tuesday, November 15, either from Group III or from Dragados, then Yates will have no choice but to seek relief through any available avenue, including but not limited via a Miller Act payment bond claim.

(b)(6)

November 3, 2016

Page 2

Thank you in advance for any assistance that you can provide in addressing this immediate payment issue.

Sincerely,

(b)(6)

A large black rectangular redaction box covering the signature and name of the sender.

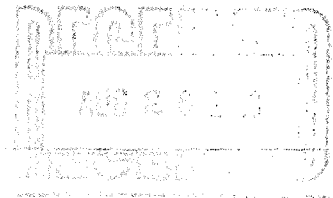
(b) :

Enclosure

cc: J.T. Yates Electric Service, Inc. (b)(6) (w/o encl.)
Oscar Greene, III, Group III Mgt., Inc. (w/ encl.)



GROUP III MGT., INC.



SUBCONTRACT FOR BUILDING CONSTRUCTION

PROJECT NO.: K1310

CONTRACT NO.: K1310-002-S

PROJECT: P1383 & P1384 Base Entry Point
311 Parachute Tower Rd.
Camp Lejeune, NC 28542

SUBCONTRACTOR: Yates Electric Service
POB 2206
Rockingham, NC 28380
(Phone) 910-895-5520 (Fax) 910-895-0240

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This Agreement has important legal and insurance consequences. Consultation with an attorney and insurance consultant is encouraged with respect to its completion or modification and particularly when used with other than AIA A201, General Conditions of the Contract for Construction, 1987 edition, or document with identical wording.

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SUBCONTRACT FOR BUILDING CONSTRUCTION



ARTICLE 1

AGREEMENT

This Agreement is made this 7/29/2013, by and between

Group III Mgt., Inc.

hereinafter called the Contractor and **Yates Electric Service**, Subcontractor, to perform part of the Work on the following Project.

PROJECT NO.: K1310 **CONTRACT NO.:** K1310-002-S

PROJECT: **P1383 & P1384 Base Entry Point**
311 Parachute Tower Rd.
Camp Lejeune, NC 28542

OWNER: **Naval Facilities, Mid-Atlantic, NC IPT**
6506 Hampton Blvd., Bldg.
Norfolk, VA 23508

ARCHITECT: **Maune Belangia Faulkenberry Arch.**
317-C Pollock St.
New Bern, NC 28560

CONTRACTOR: **Group III Mgt., Inc.**
2820 W Vernon Ave
Kinston, NC 28504
(Phone) 252-527-3333 (Fax) 252-527-3377
Oscar Greene, III

SUBCONTRACTOR: **Yates Electric Service**
POB 2206
Rockingham, NC 28380
(Phone) 910-895-5520 (Fax) 910-895-0240

CONTACT: Ernie Shepard

FED TAX ID #:

VENDOR NO.:

COST CODE: Electrical

CONTRACT PRICE: One million two hundred fifty-seven thousand three hundred eight dollars
\$1,257,380.00
(Herein insert a lump sum, unit price or both. Bid schedules must be referenced.)

Notice to the parties shall be given at the above addresses.

ARTICLE 2
SCOPE OF WORK

2.1 SUBCONTRACTOR'S WORK. The Contractor contracts with the Subcontractor as an independent contractor, to perform the work described in Article 16. The Subcontractor shall perform such work (hereinafter called the "Subcontractor's Work") under the general direction of the Contractor and in accordance with this Agreement and the Contract Documents.

2.2 CONTRACT DOCUMENTS. The Contract Documents which are binding on the Subcontractor are as set forth in Paragraph 16.5. Upon the Subcontractor's request the Contractor shall furnish a copy of any part of these documents. Nothing in the Contract Documents shall be construed to create a contractual relationship between persons or entities other than the Contractor and Subcontractor.

2.3 CONFLICTS. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall govern.

ARTICLE 3
SCHEDULE OF WORK

3.1 TIME IS OF ESSENCE. Time is of the essence for both parties, and they mutually agree to see to the performance of their respective work and the work of their subcontractors so that the entire Project may be completed in accordance with the Contract Documents and the Schedule of Work. The Contractor shall prepare the Schedule of Work and revise such schedule as the Work progresses.

3.2 DUTY TO BE BOUND. Both the Contractor and the Subcontractor shall be bound by the Schedule of Work. The Subcontractor shall provide the Contractor with any requested scheduling information for the Subcontractor's Work. The Schedule of Work and all subsequent changes thereto shall be submitted to the Subcontractor in advance of the required performance.

3.3 SCHEDULE CHANGES. The Subcontractor recognizes that changes will be made in the Schedule of Work and agrees to comply with such changes.

3.4 PRIORITY OF WORK. The Contractor shall have the right to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor's Work. The Subcontractor shall commence its work within 3 days of notice to proceed from the Contractor and if such work is interrupted for any reason the Subcontractor shall resume such work within two working days from the Contractor's notice to do so.

ARTICLE 4
CONTRACT PRICE

The Contractor agrees to pay to the Subcontractor for the satisfactory performance of the Subcontractor's Work the amount stated in Article 1 subject to additions or deductions per Article 6.

ARTICLE 5
PAYMENT

5.1 GENERAL PROVISIONS

5.1.1 SCHEDULE OF VALUES. The Subcontractor shall provide a schedule of values satisfactory to the Contractor and the Owner no more than fifteen (15) days from the date of execution of this Agreement.

5.1.2 ARCHITECT VERIFICATION. Upon request the Contractor shall give the Subcontractor written authorization to obtain directly from the Architect the percentage of completion certified for the Subcontractor's Work.

5.1.3 PAYMENT USE RESTRICTION. Payment received by the Subcontractor shall be used to satisfy the indebtedness owed by the Subcontractor to any person furnishing labor or materials for use in performing the Subcontractor's work on this project before it is used in any other manner.

5.1.4 PAYMENT USE VERIFICATION. The Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that the same are being paid promptly by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work.

5.1.5 PARTIAL LIEN WAIVERS AND AFFIDAVITS. As a prerequisite for payment, the Subcontractor shall provide, in a form satisfactory to the Owner and the Contractor, partial lien or claim waivers and affidavits from the Subcontractor, and its subcontractors and suppliers for the completed Subcontractor's Work. Such waivers may be made conditional upon payment.

5.1.6 SUBCONTRACTOR PAYMENT FAILURE. Upon payment by the Contractor, Subcontractor shall promptly pay its lower-tier subcontractors and material suppliers the amounts to which they are entitled. In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid, the Contractor may give written notice of such claim or lien to the Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations including but not limited to the issuance of joint checks. If upon receipt of said notice, the Subcontractor does not (a) supply evidence to the satisfaction of the Contractor that the moneys owing to the claimant(s) have been paid; or (b) post a bond indemnifying the Owner, the Contractor, and the Contractor's surety, if any, and the premises from such claim or lien; then the Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor a reasonable amount to protect the Contractor from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien until the claim or lien has been satisfied by the Subcontractor.

5.1.7 SUBCONTRACTOR ASSIGNMENT OF PAYMENTS. The Subcontractor shall not assign any moneys due or to become due under this Contract, or under any Change Order thereto, without the written consent of Contractor, unless such assignment is intended to create a new security interest within the scope of Article 9 of the Uniform Commercial Code.

Should Subcontractor assign all or any part of any moneys due or to become due under this Contract, to create a new security interest or for any other purpose, the instrument of assignment shall contain a clause to the effect that the assignee's right in and to any money due or to become due to the Subcontractor shall be subject to the claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work under this Subcontract and any Change Orders.

5.1.8 PAYMENT NOT ACCEPTANCE. Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontractor's Work.

5.2 PROGRESS PAYMENTS

5.2.1 APPLICATION. Subcontractor's application for payment shall be itemized and supported by substantiating data as required in the Contract Documents for the Contractor's payment application. Subcontractor's application shall be notarized if required. Subcontract payment applications may include payment requests on account of properly authorized Construction Change Directives. The Subcontractor's progress payment application for work performed in the preceding payment period shall be submitted to the Contractor per the terms of this Agreement and specifically Subparagraphs 5.1.1, 5.2.2, 5.2.3, and 5.2.4 for approval of the Contractor and Architect, Owner, Contractor.

The Contractor shall forward, without delay, the approved value to the Owner for payment.

5.2.2 RETAINAGE/SECURITY. The rate of retainage shall be equal to the percentage retained from the Contractor's payment by the Owner for the Subcontractor's Work provided the Subcontractor furnishes a bond or other security to the satisfaction of the Contractor.

If the Subcontractor has furnished such bond or security, its work is satisfactory and the Contract Documents provide for reduction of retainage at a specified percentage of completion, the Subcontractor's retainage shall also be reduced when the Subcontractor's Work has attained the same percentage of completion and the Contractor's retainage for the Subcontractor's Work has been so reduced by the Owner. However if the Subcontractor does not provide such bond or security, the rate of retainage shall be 10%.

5.2.3 TIME OF APPLICATION. The Subcontractor shall submit progress payment applications to the Contractor no later than the 20 day of each payment period for work performed up to and including the 25 day of the payment period indicating work completed and, to the extent allowed under Subparagraph 5.2.4, materials suitably stored during the preceding payment period.

5.2.4 STORED MATERIALS. Unless otherwise provided in the Contract Documents, and if approved in the advance by the Owner, applications for payment may include materials and equipment not incorporated in the Subcontractor's Work but delivered to and suitably stored at site or at some other location agreed upon in writing. Approval of payment applications for such stored items on or off the site shall be conditioned upon submission by the Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner

Contractor to establish the Owner's title to such materials and equipment or otherwise protect the Owner's and Contractor's interest therein, including transportation to the site.

5.2.5 TIME OF PAYMENT. Progress payments to the Subcontractor for satisfactory performance of the Subcontractor's Work shall be made no later than seven (7) days after receipt by the Contractor of payment from the Owner for the Subcontractor's Work.

5.2.6 PAYMENT DELAY. If for any reason not the fault of the Subcontractor, the Subcontractor does not receive a progress payment from the Contractor within seven (7) days after the date such payment is due, as defined in Subparagraph 5.2.5, then the Subcontractor, upon giving an additional seven (7) days written notice to the Contractor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the Subcontractor has been received. To the extent obtained by the Contractor under the Contract Documents, the contract price shall be increased by the amount of the Subcontractor's reasonable cost of shutdown, delay, and start-up, which shall be effected by appropriate Change Order.

If the Subcontractor's Work has been stopped for thirty (30) days because the Subcontractor has not received progress payments as required hereunder, the Subcontractor may terminate this Agreement upon giving the Contractor an additional seven (7) days written notice.

5.3 FINAL PAYMENT

5.3.1 APPLICATION. Upon acceptance of the Subcontractor's Work by the Owner the Contractor, and if necessary, the Architect, and upon the Subcontractor furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Contract Documents and Subparagraph 5.3.2, the Contractor shall forward the Subcontractor's application for final payment without delay.

5.3.2 REQUIREMENTS. Before the Contractor shall be required to forward the subcontractor's application for final payment to the Owner, the Subcontractor shall submit to the Contractor:

- (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Owner or its property or the Contractor or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied;
- (b) consent of surety to final payment, if required;
- (c) satisfaction of required closeout procedures;
- (d) certification that insurance required by the Contract Documents to remain in effect beyond final payment pursuant to Paragraph 13.4 is in effect and will not be cancelled or allowed to expire without at least thirty (30) days' written notice to the Contractor unless a longer period is stipulated in the Contract; and
- (e) other data if required by the Contractor or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by the Contractor or Owner. Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's Work, but shall in no way relieve the Subcontractor of liability for the

obligations assumed under Paragraph 9.10, or for faulty or defective work appearing after final payment.

5.3.3 TIME OF PAYMENT. Final payment of the balance due of the Contract Price shall be made to the Subcontractor:

- (a) upon receipt of the Owner's waiver of all claims related to the Subcontractor's Work except for unsettled liens, unknown defective work, and noncompliance with the Contract Documents or warranties; and
- (b) within seven (7) days after receipt by the Contractor of final payment from the Owner for such Subcontractor's Work.

5.3.4 FINAL PAYMENT DELAY. If the Owner or its designated agent does not issue a certificate for Final Payment or the Contractor does not receive such payment for any cause which is not the fault of the Subcontractor, the Contractor shall promptly inform the Subcontractor in writing. The Contractor shall also diligently pursue, with the assistance of the Subcontractor, the prompt release by the Owner of the final payment due for the Subcontractor's Work. At the Subcontractor's request and expense, to the extent agreed upon in writing, the Contractor shall institute reasonable legal remedies to mitigate the damages and pursue payment of the Subcontractor's final payment including interest thereon.

5.4 LATE PAYMENT INTEREST. To the extent obtained by the Contractor, under the Contract Documents, progress payments or final payment due and unpaid under this Agreement shall bear interest from the date payment is due at the rate provided in the Contract Documents, or, in the absence thereof, at the legal rate prevailing at the place of the Project.

ARTICLE 6 CHANGES, CLAIMS AND DELAYS

6.1 CHANGES. When the Contractor orders in writing, the Subcontractor, without nullifying this Agreement, shall make any and all changes in the Work which are within the general scope of this Agreement. Adjustments in the Contract Price or contract time, if any, resulting from such changes shall be set forth in a Subcontract Change Order or a Subcontract Construction Change Directive pursuant to the Contract Documents. No such adjustments shall be made for any changes performed by the Subcontractor that have not been ordered by the Contractor. A Subcontract Change Order is a written instrument prepared by the Contractor and signed by the Subcontractor stating their agreement upon the change in the scope of the Work, adjustment in the Contract Price or Schedule of Work. A Subcontract Construction Change Directive is a written instrument prepared by the Contractor directing a change in the Work and stating a proposed adjustment, if any, in the Contract Price or Schedule of Work or both. A Subcontract Construction Change Directive shall be used in the absence of agreement on the terms of a Subcontract Change Order.

6.2 CLAIMS RELATING TO OWNER. The Subcontractor agrees to make all claims for which the Owner is or may be liable in the manner and within the time limits provided in the Contract Documents for like claims by the Contractor upon the Owner and in sufficient time for the Contractor to make such

claims against the Owner in accordance with the Contract Documents. The Contractor agrees to permit the Subcontractor to prosecute a claim in the name of the Contractor for the use and benefit of the Subcontractor in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner.

6.3 CLAIMS RELATING TO CONTRACTOR. The Subcontractor shall give the Contractor written notice of all claims not included in Paragraph 6.2 within five (5) days of the occurrence of the event for which claim is made; otherwise, such claims shall be deemed waived. All unresolved claims, disputes and other matters in question between the Contractor and the Subcontractor not relating to claims included in Paragraph 6.2 shall be resolved in the manner provided in Article 14.

6.4 ADJUSTMENT IN CONTRACT PRICE. If a Subcontract Change Order or Construction Change Directive requires an adjustment in the Contract Price, the adjustment shall be established by one of the following methods:

1. mutual agreement on a lump sum with sufficient information to substantiate the amount;
2. unit prices already established in the Contract Documents or if not established by the Contract Documents then established by mutual agreement for this adjustment; or
3. a mutually determined cost plus a jointly acceptable allowance for overhead and profit.

6.5 SUBSTANTIATION OF ADJUSTMENT. If the Subcontractor does not respond promptly or disputes the method of adjustment, the method and the adjustment shall be determined by the Contractor on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Price, an allowance for overhead and profit of to be determined by Government requirements.

The Subcontractor shall maintain for the Contractor's review and approval an appropriately itemized and substantiated accounting of the following items attributable to the Subcontract Change Order or Subcontract Construction Change Directive:

1. labor costs, including Social Security, health, welfare, retirement and other fringe benefits as normally required, and state workers' compensation insurance;
2. costs of materials, supplies and equipment, whether incorporated in the Work or consumed, including transportation costs;
3. costs of renting, either from the Contractor or from others, of machinery and equipment other than hand tools;
4. costs of bond and insurance premiums, permit fees and taxes attributable to the change; and
5. costs of additional supervision and field office personnel services necessitated by the change.

6.6 DELAY. If the progress of the Subcontractor's Work is substantially delayed without the fault or responsibility of the Subcontractor, then the time for the Subcontractor's Work shall be extended by Subcontract Change Order or Subcontract Construction Change Directive to the extent obtained by the Contractor under the Contract Documents and the Schedule of Work shall be revised accordingly.

The Contractor shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delays caused by any person not a party to this Agreement unless the Contractor has first recovered the same on behalf of the Subcontractor from said person, it being understood and agreed by the Subcontractor that, apart from recovery from said person, the Subcontractor's sole and exclusive remedy for delay shall be an extension in the time for performance of the Subcontractor's Work.

6.7 LIQUIDATED DAMAGES. If the Contract Documents provide for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and such damages are assessed, then the Contractor may assess same against the Subcontractor in proportion to the Subcontractor's share of the responsibility for such delay. However the amount of such assessment shall not exceed the amount assessed against the Contractor.

Nothing set forth herein shall limit the Subcontractor's liability to the Contractor for the Contractor's actual delay damages caused by the Subcontractor's delay. The Subcontractor shall be liable to the Contractor for the Contractor's actual damages caused by the Subcontractor's delay.

ARTICLE 7 CONTRACTOR'S OBLIGATIONS

7.1 CONTRACT DOCUMENTS. Prior to executing this Subcontract, the Contractor shall make available to the Subcontractor the Contract Documents which are binding on the Subcontractor and set forth in Paragraph 16.5.

7.2 AUTHORIZED REPRESENTATIVE. The Contractor shall designate one or more persons who shall be the Contractor's authorized representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) the Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

7.3 STORAGE APPLICATIONS. The Contractor shall allocate adequate storage areas, if available, for the Subcontractor's materials and equipment during the course of the Subcontractor's Work.

7.4 TIMELY COMMUNICATIONS. The Contractor shall transmit, with reasonable promptness, all submittals, transmittals, and written approvals relating to the Subcontractor's Work.

7.5 NON-CONTRACTED SERVICES. The Contractor agrees, except as otherwise provided in this Agreement, that no claim for non-contracted construction services rendered or materials furnished shall be valid unless the Contractor provides the Subcontractor notice:

- (a) prior to furnishing of the services and materials, except in an emergency affecting the safety of persons or property;
- (b) in writing of such claim within three days of first furnishing such services or materials; and

(c) the written charges for such services or materials no later than the fifteenth (15th) day of the calendar month following that in which the claim originated.

ARTICLE 8 SUBCONTRACTOR'S OBLIGATIONS

8.1 OBLIGATIONS DERIVATIVE. The Subcontractor binds itself to the Contractor under this Agreement in the same manner as the Contractor is bound to the Owner under the Contract Documents and will so bind its lower-tier subcontractors. The Subcontractor shall make available to its lower-tier subcontractors the Contract Documents which are binding on the lower-tier subcontractors.

8.2 RESPONSIBILITIES. The Subcontractor shall furnish all of the labor, materials, equipment, and services including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontractor's Work in strict accordance with and reasonably inferable from the Contract Documents. The Subcontractor shall provide a list of proposed subcontractors and suppliers, be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to meet the Schedule of Work.

8.3 SHOP DRAWINGS. The Subcontractor shall be responsible to the Contractor for the accuracy and conformity with the Contract Documents and other submittals that pertain to its work in the same manner as the Contractor is responsible therefor to the Owner. Shop drawings, or their approval by the Contractor, shall not be deemed to authorize deviations or substitutions from the requirements of the Contract Documents.

8.4 TEMPORARY SERVICES. The Subcontractor shall furnish all temporary services and/or facilities necessary to perform its work, except as provided in Article 16. Said article also identifies those common temporary services, if any, which are to be furnished by the Subcontractor.

8.5 COORDINATION. The Subcontractor shall:

- (a) cooperate with the Contractor and all others whose work may interfere with the Subcontractor's Work;
- (b) specifically note and immediately advise the Contractor of any such interference with the Subcontractor's Work; and
- (c) participate in the preparation of coordination drawings and work schedules in areas of congestion.

8.6 AUTHORIZED REPRESENTATIVE. The Subcontractor shall designate one or more persons who shall be the authorized Subcontractor's representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) to whom the Contractor shall issue instructions, orders or directions, except in an emergency.

8.7 PROVISION FOR INSPECTION. The Subcontractor shall notify the Contractor when portions of the Subcontractor's Work are ready for inspection. The Subcontractor shall at all times furnish the Contractor and its representatives adequate facilities for inspecting materials at the site or any place where materials under this Agreement may be

in the course of preparation, process, manufacture or treatment. The Subcontractor shall furnish to the Contractor, in such detail and as often as required, full reports of the progress of the Subcontractor's Work irrespective of the location of such work.

8.8 CLEANUP. The Subcontractor shall follow the Contractor's cleanup and safety directions, and

- (a) at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work; and
- (b) broom clean each work area prior to discontinuing work in the same.

If the Subcontractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from the Contractor of noncompliance, the Contractor may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

8.9 SAFETY. The prevention of accidents on or in the vicinity of its Work is the Subcontractor's responsibility, even if Contractor establishes a safety program for the entire Project. Subcontractor shall establish a safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by the Contract Documents. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Work which Contractor deems unsafe until corrective measures satisfactory to Contractor shall have been taken. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility therefor. Subcontractor shall notify Contractor immediately following any accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Contractor. Subcontractor shall indemnify Contractor for fines, damages or expenses incurred by the Contractor because of the Subcontractor's failure to comply with safety requirements.

8.10 PROTECTION OF THE WORK. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Contractor or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may so remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor.

8.11 PERMITS, FEES AND LICENSES. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete the Subcontractor's Work in accordance with the Contract Documents.

To the extent obtained by the Contractor under the Contract Documents, the Subcontractor shall be compensated for additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of the Agreement.

8.12 SUBCONTRACTOR ASSIGNMENT OF WORK. The Subcontractor shall not assign the whole nor any part of the Subcontractor's Work without prior written approval of the Contractor. The Contractor's approval shall not be unreasonably withheld. Lower-tier subcontractors and suppliers previously approved by the Contractor may be listed at Paragraph 16.4.

8.13 NON-CONTRACTED SERVICES. The Subcontractor agrees, except as otherwise provided in this Agreement, that no claim for non-contracted construction services rendered or materials furnished shall be valid unless the Subcontractor provides the Contractor notice:

- (a) prior to furnishing of the services or materials, except in an emergency affecting the safety of persons or property;
- (b) in writing of such claim within three (3) days of first furnishing such services or materials; and
- (c) the written charge for such services or materials no later than the fifteenth (15th) day of the calendar month following that in which the claim originated.

8.14 MATERIALS SAFETY. To the extent that the Contractor is not obligated by the Contract Documents or by law to perform work which involves pollutants, hazardous or toxic substances, hazardous waste, asbestos or PCB's, the Subcontractor likewise is not obligated. To the extent that the Contractor has obligations under the Contract Documents or by law regarding such materials within the scope of the Subcontractor's work, the Subcontractor likewise shall have these obligations.

ARTICLE 9 SUBCONTRACT PROVISIONS

9.1 LAYOUT RESPONSIBILITY AND LEVELS. The Contractor shall establish principal axis lines of the building and site whereupon the Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontractor's Work and for any loss or damage to the Contractor or others by reason of the Subcontractor's failure to set out or perform its work correctly. The Subcontractor shall exercise prudence so that the actual final conditions and details shall result in alignment of finish surfaces.

9.2 WORKMANSHIP. Every part of the Subcontractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontractor's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

9.3 MATERIALS FURNISHED BY OTHERS. In the event the scope of the Subcontractor's Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor.

9.4 SUBSTITUTIONS. No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions. The Subcontractor shall indemnify the Contractor as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof.

9.5 USE OF CONTRACTOR'S EQUIPMENT. The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative.

If the Subcontractor or any of its agents, employees, suppliers or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of the Contractor, the Subcontractor shall defend, indemnify and be liable to the Contractor as provided in Article 12 for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely to the negligence of the Contractor's employees operating such equipment.

9.6 CONTRACT BOND REVIEW. The Contractor's Payment Bond for the Project, if any, may be reviewed and copied by the Subcontractor.

9.7 OWNER ABILITY TO PAY. The Subcontractor shall have the right to receive from the Contractor such information as the Contractor has obtained relative to the Owner's financial ability to pay for the Work.

9.8 PRIVACY. Until final completion of the Project, the Subcontractor agrees not to perform any work directly for the Owner or any tenants thereof, or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by the Contractor. All Work for this Project performed by the Subcontractor shall be processed and handled exclusively by the Contractor.

9.9 SUBCONTRACT BOND. If a Performance and Payment Bond is not required of the Subcontractor under Article 16, then within the duration of this Agreement, the Contractor may require such bonds before work is started and the Subcontractor shall provide the same.

Said bonds shall be in the full amount of this Agreement in a form and by a surety satisfactory to the Contractor.

The Subcontractor shall be reimbursed without retainage for cost of same simultaneously with the first progress payment hereunder.

The reimbursement amount for the bonds shall not exceed the manual rate for such subcontractor work.

In the event the Subcontractor shall fail to promptly provide such requested bonds, the Contractor may terminate this Agreement and re-let the work to another subcontractor and all Contractor costs and expenses incurred thereby shall be paid by the Subcontractor.

9.10 WARRANTY. The Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents.

The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty period established in the Contract Documents without cost to the Owner or the Contractor.

If no warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall warrant its work as described above for the period of one year from the date(s) of substantial completion of all or a designated portion of the Subcontractor's Work or acceptance or use by the Contractor or Owner of designated equipment, whichever is sooner.

The Subcontractor further agrees to execute any special warranties that shall be required for the Subcontractor's Work prior to final payment.

ARTICLE 10

RECOURSE BY CONTRACTOR

10.1 FAILURE OF PERFORMANCE

10.1.1 NOTICE TO CURE. If the Subcontractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or it fails to make prompt payment for its workers, lower-tier subcontractors or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Subcontractor shall be deemed in default of this Agreement. If the Subcontractor fails within three (3) working days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the Contractor without prejudice to any rights or remedies, shall have the right to any or all of the following remedies:

(a) supply such number of workers and quantity of materials, equipment and other facilities as the Contractor deems necessary for the completion of the Subcontractor's Work; or any part thereof which the Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees;

(b) contract with one or more additional contractors, to perform such part of the Subcontractor's Work as the Contractor shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor;

(c) withhold payment of any moneys due the Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Contractor and Architect, Owner, Contractor; and

(d) in the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice.

10.1.2 TERMINATION BY CONTRACTOR. If the Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) working days after written notification issued under Subparagraph 10.1.1, then the Contractor may, in lieu of or in addition to Subparagraph 10.1.1, issue a second written notification, to the Subcontractor and its surety, if any. Such notice shall state that if the Subcontractor fails to commence and continue correction of a default within seven (7) working days of the written notification, the Agreement will be deemed terminated and the Contractor may use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work.

The Contractor also may furnish those materials, equipment and/or employ such workers or subcontractors as the Contractor deems necessary to maintain the orderly progress of the Work.

All costs incurred by the Contractor in performing the Subcontractor's Work, including reasonable overhead, profit and attorney's fees, shall be deducted from any moneys due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

10.1.3 USE OF SUBCONTRACTOR'S EQUIPMENT. If the Contractor performs work under this Article or sublets such work to be so performed, the Contractor and/or the persons to whom work has been sublet shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, belonging or delivered to the Subcontractor and located at the Project.

10.2 BANKRUPTCY

10.2.1 TERMINATION ABSENT CURE. If Subcontractor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Subcontractor or the Subcontractor's trustee rejects the Agreement or, if there has been a default, the Subcontractor is unable to give adequate assurance that the Subcontractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

10.2.2 INTERIM REMEDIES. If the Subcontractor is not performing in accordance with the Schedule of Work at the time a petition in bankruptcy is filed, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to assume this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work.

The Contractor may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorney's fees.

The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

10.3 SUSPENSION BY OWNER. Should the Owner suspend its contract with the Contractor or any part which includes the Subcontractor's Work, the Contractor shall so notify

the Subcontractor in writing and upon written notification the Subcontractor shall immediately suspend the Subcontractor's Work.

In the event of such Owner suspension, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the Contract Documents. The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of an Owner suspension and to permit the Subcontractor to prosecute said claim, in the name of the Contractor, for the use and benefit of the Subcontractor.

10.4 TERMINATION BY OWNER. Should the Owner terminate its contract with the Contractor or any part which includes the Subcontractor's Work, the Contractor shall so notify the Subcontractor in writing and upon written notification, this Agreement shall be terminated and the Subcontractor shall immediately stop the Subcontractor's Work, follow all of Contractor's instructions, and mitigate all costs.

In the event of such Owner termination, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the Contract Documents.

The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of the Owner termination and to permit the Subcontractor to prosecute said claim, in the name of the Contractor, for the use and benefit of the Subcontractor, or assign the claim to the Subcontractor.

10.5 CONTINGENT ASSIGNMENT OF SUBCONTRACT.

The Contractor's contingent assignment of the Subcontract to the Owner, if provided in the Contract Documents, is effective when the Owner (a) has terminated the Contract for cause and (b) has accepted the assignment by notifying the Subcontractor in writing. This contingent assignment is subject to the prior rights of a surety that may be obligated under the Contractor's bond, if any. Subcontractor hereby consents to such assignment and agrees to be bound to the assignee by the terms of this Subcontract.

10.6 SUSPENSION BY CONTRACTOR. The Contractor may order the Subcontractor in writing to suspend, delay, or interrupt all or any part of the Subcontractor's Work for such period of time as may be determined to be appropriate for the convenience of the Contractor. Phased or interrupted Work when required shall not be deemed a suspension of Work.

The Subcontractor shall notify the Contractor in writing within ten (10) working days after receipt of the Contractor's order of the effect of such order upon the Subcontractor's Work. To the extent allowed the Contractor under the Contract Documents, the Contract Price or contract time shall be adjusted by Subcontract Change Order for any increase in the time or cost of performance of this Agreement caused by such suspension, delay, or interruption.

No claim under this Article shall be allowed for any costs incurred more than ten (10) working days prior to the Subcontractor's notice to the Contractor.

Neither the Contract Price nor the contract time shall be adjusted under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by the fault

or negligence of the Subcontractor or by a cause for which Subcontractor would have been responsible.

The Contract Price shall not be adjusted under this Article for any suspension, delay or interruption to the extent that performance would have been suspended, delayed or interrupted by a cause for which the Subcontractor would have been entitled only to a time extension under this Agreement.

10.7 WRONGFUL EXERCISE. If the Contractor wrongfully exercises any option under this Article, the Contractor shall be liable to the Subcontractor solely for the reasonable value of work performed by the Subcontractor prior to the Contractor's wrongful action, including reasonable overhead and profit on the Work performed, less prior payments made, and attorney's fees.

ARTICLE 11 LABOR RELATIONS

(Insert here any conditions, obligations or requirements relative to labor relations and their effect on the project. Legal counsel is recommended.)

ARTICLE 12 INDEMNIFICATION

12.1 SUBCONTRACTOR'S PERFORMANCE. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless, the Contractor (including the affiliates, parents and subsidiaries, their agents and employees) and other contractors and subcontractors and all of their agents and employees and when required of the Contractor by the Contract Documents, the Owner, the Architect, Architect's consultants, agents and employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontract provided that:

- (a) any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Subcontractor's Work itself) including the loss of use resulting therefrom, to the extent caused or alleged to be caused in whole or in part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or for anyone for whose acts the Subcontractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder;
- (b) such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 12.

12.2 NO LIMITATION UPON LIABILITY. In any and all claims against the Owner, the Architect, Architect's consultants, agents and employees, the Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under

this Article 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12.3 ARCHITECT EXCLUSION. Except as provided by the Contract Documents, the obligation of the Subcontractor under this Article 12 shall not extend to the liability of the Architect, the Architect's consultants, agents or employees of any of them, arising out of

- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or
- (b) the giving of or the failure to give directions or instructions by the Architect, the Architect's Consultants, and agents or employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

12.4 COMPLIANCE WITH LAWS. The Subcontractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as "laws") applicable to the Subcontractor's Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety and all other laws with which the Contractor must comply according to the Contract Documents.

The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

12.5 PATENTS. Except as otherwise provided by the Contract Documents, the Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Subcontractor's Work. The Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of the Subcontractor's Work, which may be brought against the Contractor or Owner, and shall be liable to the Contractor and Owner for all loss, including all costs, expenses, and attorney's fees.

ARTICLE 13 INSURANCE

13.1 SUBCONTRACTOR'S INSURANCE. Prior to start of the Subcontractor's Work, the Subcontractor shall procure for the Subcontractor's Work and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, and all insurance required of the Contractor under the Contract Documents. The Contractor, Owner and other parties as designated in the Contract Documents shall be named as additional insureds on each of these policies except for Workers' Compensation.

This insurance shall include contractual liability insurance covering the Subcontractor's obligations under Article 12.

13.2 MINIMUM LIMITS OF LIABILITY. The Subcontractor's Comprehensive or Commercial Liability Insurance and Comprehensive Automobile Liability Insurance, as required by Paragraph 13.1, shall be written with limits of liability not less than the following:

A. Comprehensive General Liability Insurance including completed operations

1. Combined Single Limit

Bodily Injury and Property Damage	\$
	Each Occurrence
	\$
	Aggregate

or

2. Bodily Injury	\$
	Each Occurrence
	\$
	Aggregate

3. Property Damage	\$
	Each Occurrence
	\$
	Aggregate

B. Commercial General Liability Insurance

1. Each Occurrence Limit	\$ 1,000,000
2. General Aggregate	\$ 2,000,000
3. Products/Completed Operations Aggregate	\$
4. Personal and Advertising Injury Limit	\$ 1,000,000

C. Comprehensive Automobile Liability Insurance

1. Combined Single Limit

Bodily Injury and Property Damage	\$ 1,000,000
	Each Occurrence

or

2. Bodily Injury	\$
	Each Person
	\$
	Each Occurrence

3. Property Damage	\$
	Each Occurrence

13.3 NUMBER OF POLICIES. Comprehensive or Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

13.4 CANCELLATION, RENEWAL OR MODIFICATION. The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor.

All insurance policies shall contain a provision that the coverages afforded thereunder shall not be canceled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Contractor unless otherwise specifically required in the Contract Documents.

Certificate of Insurance, or certified copies of policies acceptable to the Contractor, shall be filed with the Contractor prior to the commencement of the Subcontractor's Work.

In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor, or terminate this Agreement.

The Subcontractor shall continue to carry completed operations liability insurance for at least two years after final payment. The Subcontractor shall furnish the Contractor evidence of such insurance at final payment and one year thereafter.

13.5 WAIVER OF RIGHTS. The Contractor and Subcontractor waive all rights against each other and the Owner, the Architect, the Architect's consultants and agents or employees of any of them, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the Architect, the Architect's consultants, and the agents or employees of any of them listed in Paragraph 12.3.

Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with a copy of the Builder's Risk policy of insurance or any other equipment insurance in force for the Project and procured by the Contractor. The Subcontractor shall satisfy itself to the existence and extent of such insurance prior to commencement of the Subcontractor's Work.

If the Owner or Contractor have not purchased Builder's Risk insurance for the full insurable value of the Subcontractor's Work less a reasonable deductible, then the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors in the Work, and, by appropriate Subcontractor Change Order, the cost of such additional insurance shall be reimbursed to the Subcontractor.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's Work stored off the site or in transit, when such portions of the Subcontractor's Work are to be included in an application for payment under Article 5.

13.6 ENDORSEMENT. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

ARTICLE 14 ARBITRATION

14.1 AGREEMENT TO ARBITRATE. All claims, disputes and matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, and the claims described in Paragraph 14.2, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding other provisions in the Agreement, this agreement to arbitrate shall be governed by the Federal Arbitration Act.

14.2 EXCEPTIONS. The agreement to arbitrate shall not apply to any claim:

- (a) of contribution or indemnity asserted by one party to this Agreement against the other party and arising out of an action brought in a state or federal court or in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto or does not consent to such arbitration; or
- (b) asserted by the Subcontractor against the Contractor if the Contractor asserts said claim, either in whole or part against the Owner, or asserted by the Owner against the Contractor, when the contract between the Contractor and Owner does not provide for binding arbitration, or does so provide but the two arbitration proceedings are not consolidated, or the Contractor and Owner have not subsequently agreed to arbitrate said claim. In either case the parties hereto shall notify each other either before or after demand for arbitration is made.

In any dispute arising over the application of this Paragraph 14.2, the question of arbitrability shall be decided by the appropriate court and not by arbitration.

14.3 INITIAL DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties may endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties may endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. Mediation will be commenced within the time limits for arbitration stipulated in the Contract Documents. The time limits for any subsequent arbitration will be extended for the duration of the mediation process plus ten (10) days or as otherwise provided in the Contract Documents. Issues to be mediated are subject to the exceptions in Paragraph 14.2 for arbitration. The location of the mediation shall be the same as the location for arbitration identified in Paragraph 14.4.

14.4 NOTICE OF DEMAND. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made as required in

the Contract Documents or within a reasonable time after written notice of the claim, dispute or other matter in question has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation, whichever shall first occur. The location of the arbitration proceedings shall be the location of the Project.

14.5 AWARD. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

14.6 WORK CONTINUATION AND PAYMENT. Unless otherwise agreed in writing, the Subcontractor shall carry on the Work and maintain the Schedule of Work pending arbitration. If the Subcontractor is continuing to perform, the Contractor shall continue to make payments in accordance with this Agreement.

14.7 NO LIMITATION OF RIGHTS OR REMEDIES. Nothing in this Article shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under lien laws or payment bonds.

14.8 SAME ARBITRATORS. To the extent not prohibited by their contracts with others, the claims and disputes of the Owner, Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding.

ARTICLE 15 CONTRACT INTERPRETATION

15.1 INCONSISTENCIES AND OMISSIONS. Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of the Subcontractor to so notify the Contractor in writing within three (3) working days of the Subcontractor's discovery thereof. Upon receipt of said notice, the Contractor shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Contractor's instructions.

15.2 LAW AND EFFECT. This Agreement shall be governed by the law of the State of North Carolina.

15.3 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

15.4 ATTORNEY'S FEES. Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, to collect damages for the breach of the Agreement, or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein.

15.5 TITLES. The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

15.6 ENTIRE AGREEMENT. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

ARTICLE 16 SPECIAL PROVISIONS

16.1 PRECEDENCE. It is understood the work to be performed under this Agreement, including the terms and conditions thereof, is as described in Articles 1 through 16 together with the following Special Provisions, which are intended to complement same. However, in the event of any inconsistency, these Special Provisions shall govern.

16.2 SCOPE OF WORK. All work necessary or incidental to complete the Electrical work for the Project in strict accordance with and reasonably inferable from the Contract Documents and as more particularly, though not exclusively, specified in Division 00, 01, 07 84 00 (as applicable), 07 92 00 (as applicable), Division 26, 27, 28, 33 71 00, 33 71 02, 33 82 00 with the following additions or deletions: See Exhibit A attached

16.3 COMMON TEMPORARY SERVICES. The following "Project" common temporary services and/or facilities are for the use of all project personnel and shall be furnished as herein below noted:

By this Subcontractor,

By others; Dumpster & toilet facilities by contractor for use by subcontractor.

16.4 OTHER SPECIAL PROVISIONS. (insert here any special provisions required by this Agreement.)

16.5 CONTRACT DOCUMENTS. (List applicable Contract Documents including specifications, drawings, addenda, modifications and exercised alternates. Identify with general description, sheet numbers and latest date including revisions.)

Exhibit A, Exhibit G and Attachment A are to be considered part of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

(b)(6)

By: Owner

Date: 8/22/2013

CONTRACTOR:

(b)(6)

Date: 8/22/13



EXHIBIT "A"

PROJECT: P1383 & P1384 Base Entry Point

CONTRACT NO.: K1310-002

This EXHIBIT "A" dated July 29, 2013, by and between Yates Electric Service
POB 2206, Rockingham, NC 28380 (Subcontractor), and
Group III Mgt., Inc., 2820 W Vernon Ave, Kinston, NC 28504 (Contractor):

THE WORK: (Continued) Work under this subcontract is to include all labor/materials/equipment/supervision/taxes and permits necessary to complete this scope of work so that all components will produce a fully functional and operational system in strict conformance with any/all agencies and state, county and local building codes having jurisdiction over this work. Work shall be in accordance with all contract terms and per plans and specifications. The Work shall include but is not limited to the following:

Drawings:

Conservation Law Enforcement Office (CLEO), Volume IV, drawings 1-146 inclusive
New Base Entry Point:

SF series drawings, sheets 494-513 of 1049
A series drawings, sheets 514-542 of 1049, Sheets 542A & 542B of 1049
FA series drawings, sheets 543-545 of 1049
P series drawings, sheets 546-551 of 1049
MS series drawings, sheets 552 of 1049
MH series drawings, sheets 553-559 of 1049
ES series drawings, sheets 560-564 of 1049
EG series drawings, sheets 607-608 of 1049
EP series drawings, sheets 609-614 of 1049
EL series drawings, sheets 615-620 of 1049
T series drawings, sheets 636-640 of 1049
TY series drawings, sheets 641-644 of 1049

Specifications:

Division 00, 01, 07 84 00 (as applicable), 07 92 00 (as applicable)
Division 26, 27, 28
33 71 00 Overhead Electrical
33 71 02 Underground Electrical
33 82 00 Telecom (OSP)
Addendums 1-15

Notes:

1. Coordinate with Base-Especially on Telecom work
2. Wire Overhead Door Push Button etc.
3. Wire Plumbing items
4. Testing 26 08 00-By others
5. Electrical contractor to provide testing in accordance with the specifications included in it's scope of work.
6. Fuel for generator start up
7. Temporary power and lighting for construction trailers & construction sites. Group III to pay usage costs
8. Ground fence 33 71 02.00 00
9. Carefully coordinate lighting protection with Group III's Roofing Contractor. Attend prerooting conference.
10. Furnish and install primary and secondary feeder service from new pad mounted transformer to new main distribution panel.

(b)(6)

(b)(6)

Co

G

By

Date:

(b)(6)

(b)(6)

8/22/2013

8/12



EXHIBIT "A"

PROJECT: P1383 & P1384 Base Entry Point

CONTRACT NO.: K1310-002

This EXHIBIT "A" dated July 29, 2013, by and between Yates Electric Service
POB 2206, Rockingham, NC 28380 (Subcontractor), and
Group III Mgt., Inc., 2820 W Vernon Ave, Kinston, NC 28504 (Contractor):

THE WORK: (Continued)

11. Hanging from trusses per structural drawings.
12. Photo voltaic is to be included. Electrical contractor to install from inverter to building.
13. AGC Contract with Retainage of 5%
14. Guard house may come prewired coordinate with Group III submittals.
15. Paint of electrical is to be included per electrical specifications.
16. Line & load side of HVAC equipment is to be included. Coordinate with HVAC contractor to insure correct wiring. Obtain HVAC submittals from Group III before wiring.
17. All Submittals due by 8/16/13
18. Power to control circuit-1 each bldg.
19. Power company charges if required.
20. Certified payrolls are to be turned in weekly.
21. The performance & payment bond of \$17,380 is an allowance value. Group III will pay Yates the cost of the bond. Yates to provide a bond on a contract value of \$1,240,000.

Contract Price:	Cleo Buidling	\$ 425,000
	Visitor Complex	\$ 815,000
	Total	\$1,240,000
	Bond	\$ 17,380
		\$1,257,380

Not included:

1. Progress Energy transformers
2. Field Surveying
3. Waste removal fees-Group III to provide dumpster. Electrical contractor to clean up daily.

(b)(6)

(b)(6)

CONTRACT

Group III

By:

Date:

CERTIFIED MAIL

SAFRAN LAW OFFICES
P.O. BOX 587
RALEIGH, NC 27602-0587



7015 0640 0007 6923 9140



(b)(6)

Dragados
311 Parachute Tower Road
Camp Lejeune, NC 28542

7015 0640 0007 6923 9140

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



(b)(6)

Dragados
311 Parachute Tower Road
Camp Lejeune, NC 28542

2. Article Number (Transfer from service label)

7015 0640 0007 6923 9140

Restricted Delivery

- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

From: (b)(6)
To: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune
Cc: (b)(6)
Subject: [Non-DoD Source] FW: RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES
Date: Friday, September 30, 2016 14:44:29
Attachments: [image001.png](#)
[RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES.xlsx](#)
[ANDREWS & HAMILTON LOCKERS.pdf](#)

RE-SENDING. Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w/ (b)(6) | c/ (b)(6) | Email: (b)(6)
<[mailto:\(b\)\(6\)](#)>

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From: (b)(6)
Sent: Tuesday, September 13, 2016 3:31 PM
To: (b)(6) NAVFAC Contract Spec); (b)(6) (NAVFAC CM)
Cc: (b)(6) (Dragados Senior Vice President)
Subject: RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES

Good afternoon. Attached is RFP-063 which is in response to PCO-082. This PCO addressed the following 3 items:

- 1) Dehumidifiers in the mechanical rooms
- 2) Raising the x2 type D suspended light fixtures in the CLEO open vehicle storage room, and
- 3) Replacing CLEO 4-tier lockers with 1-tier lockers
- 4) Installing a light switch behind the acrylic panel in the CLEO lobby

Please let me know if you need anything further. Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) | Email: (b)(6)
<(b)(6)>

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ESTIMATE FOR CONTRACT MODIFICATION

DATE: 13 Sep 16CONTRACT TITLE: **Base Entry Road and Access Points. Phase II & III (P1383 & P1384)**CONTRACT NO: **N40085-12-C-7714.**ROICC OFFICE: Camp Lejeune**** FOR OFFICIAL USE ONLY ****

DESCRIPTION:

RFP-063, PCO-082, CLEO LOCKERS AND ELECTRICAL CHANGES

PRIME CONTRACTOR'S WORK				Revisions/Comments
1.	Direct Materials		0	
2.	Sales Tax on Materials	7.00% of line 1	7.00%	0
3.	Direct Labor		0	
4.	Insurance, Taxes, and Fringe Benefits	28.00% of line 3	28.00%	0
5.	Rental Equipment		0	
6.	Sales Tax on Rental Equipment	6.75% of line 5	6.75%	0
7.	Equipment Ownership and Operating Expenses		0	
10.	SUBTOTAL (add lines 8 and 9)		0	

Prime's Remarks:

SUBCONTRACTOR'S WORK				
11.	Direct Materials		0	
12.	Sales Tax on Materials	7.00% of line 11	7.00%	0
13.	Direct Labor		0	
14.	Insurance, Taxes, and Fringe Benefits	30.00% of line 13	30.00%	0
15.	Rental Equipment		0	
16.	Sales Tax on Rental Equipment	7.00% of line 15	7.00%	0
17.	Equip. Ownership and Operating Expns		0	
18.	SUBTOTAL (add lines 11-17)			9,314
19.	Field Overhead	10.00% of line 18	10.00%	931
20.	Home Office Overhead	3.00% of (18+19)	3.00%	307
21.	SUBTOTAL (add lines 18, 19, & 20)			10,552
22.	Profit (as determined)	10.00% of line 21	10.00%	1,055
23.	SUBTOTAL (Add Lines 21& 22)			11,607

Sub's Remarks:

SUMMARY				
24.	Prime Contractor's Work (from line 10)		0.00	
25.	Sub-contractor's Work (from line 23)		11,607.00	
26.	SUBTOTAL (add lines 24 & 25)			11,607.00
27.	Prime's Field Office Overhead	11.87% of line 26	11.87%	1,377.75
28.	SUBTOTAL (add lines 26 & 27)			12,984.75
29.	Prime's Profit (as determined)	10.00% of line 28	10.00%	1,298.48
30.	SUBTOTAL (add lines 28 & 29)			14,283.23
31.	Prime Contractor's Bond Premium	0.84% of line 30	0.84%	119.98
32.	Prime's Home Office Overhead	6.90% of line 30	6.90%	985.54
33.	TOTAL COST (Add Lines 31 and 32)			15,389

Estimated time extension and justification

Prime Contractor name: DRAGADOS USASubcontractor name: Group III Mgt**** FOR OFFICIAL USE ONLY ****

Signature & Title of preparer:

(b)(6), PROJECT MANAGER**Note: This estimate was****prepared independently**Date: 13 Sep 16

(Printed Name & Title)

ESTIMATE FOR CONTRACT MODIFICATION

CONTRACT NO: N40085-12-C-7714

BREAKDOWN OF DIRECT COSTS					DATE: 13 Sep 16					
ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		O R	EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Qty	Rate	Total
1.				0		\$0.00				0
2.				0		\$0.00				0
3.				0		\$0.00				0
4.				0		\$0.00				0
5.				0		\$0.00				0
6.				0		\$0.00				0
7.				0		\$0.00				0
8.				0		\$0.00				0
9.				0		\$0.00				0
10.				0		\$0.00				0

ITEMS OF WORK FOR Subcontractor		QTY	UNIT	MATERIAL		LABOR		O R	EQUIPMENT		
				Unit Cost	Total Cost	Unit Cost	Total Cost		Qty	Rate	Total
1.					0		0				0
2.					0		0				0
3.					0		0				0
4.					0		0				0
5.					0		0				0
6.					0		0				0
7.					0		0				0
8.					0		0				0
9.					0		0				0
10.					0		0				0
11.					0		0				0
12.					0		0				0
13.					0		0				0
14.					0		0				0
15.					0		0				0
16.					0		0				0
17.					0		0				0
18.					0		0				0
19.					0		0				0
20.					0		0				0
21.					0		0				0
22.					0		0				0
23.					0		0				0
24.					0		0				0
25.					0		0				0
26.					0		0				0
27.	DIRECT Subcontractor's TOTALS				0		0	R O	Total (Rental)		0
									Total (Owned)		0

QUOTES FROM Subcontractor	QTY	UNIT	QUOTE	
			Unit Cost	Total Cost
Andrews & Hamilton Co., Inc.	1.00	EA	7,153.75	7,154
JT Yates Electric Services, Inc.	1.00	EA	2,160.00	2,160
				0
				0
				0
				0
				0
				0
				0
Subcontractor's Quotes TOTALS				9,314

** FOR OFFICIAL USE ONLY **

(YOUR PO# B16184)

18 Single Tier Lockers
Material
Installation

\$5,953.75
\$1,200.00

install removed
lockers in check
station \$1500.00

(b)(6)

Andrews & Hamilton Co., Inc.

(b)(6)

TOTAL: \$7,653.75

-----Original Message-----

From:

(b)(6)

Sent: Tuesday, June 14, 2016 11:09 AM

To:

(b)(6)

Subject: Re: Shop Drawings, Rev-1 Camp Lejeune Entry CLEO 2 (LP-100413-11B)

(YOUR PO# B16184)

What is the cost?

From: (b)(6)
To: (b)(6) NAVFAC MIDLANT, CI: (b)(6)
Cc: (b)(6) (Group III Mgt.): (b)(6) (PM, Group III Management); (b)(6)
(b) NAVFAC MIDLANT, ROICC Camp Lejeune (b)(6) (Group III Mgt Superintendent); (b)(6)
(b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC
MIDLANT, ROICC Camp Lejeune (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6)
(b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC
Camp Lejeune
Subject: [Non-DoD Source] RE: P-1383 CLEO TAB Verification and PVT field checks preparations
Date: Friday, July 22, 2016 16:51:28
Attachments: [Pre PVT Trends and Pre FPT \(4\).pdf](#)

(b) :

Attached is the same file sent before but with the most recent Pre-FPT.
Thank You.

(b)(6) / Quality Control Manager || 311 Parachute Tower Road, Camp Lejeune, NC 28542
Cell Phone: (b)(6) | Phone: (b)(6) | Fax: | Email: (b)(6)

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-----Original Message-----

From: (b)(6) NAVFAC MIDLANT, CI [[\(b\)\(6\)](mailto:(b)(6))]
Sent: Wednesday, July 20, 2016 4:34 PM
To: (b)(6)
Cc: (b)(6) (Group III Mgt.): (b)(6) (PM, Group III Management); (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) Group III Mgt Superintendent); (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune;
(b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune;
Subject: P-1383 CLEO TAB Verification and PVT field checks preparations

(b) ,

In preparation for the TAB verification and PVT next week, please provide a copy of the completed Pre-FPT and FPT checklists as completed by the commissioning agent, and the completed Pre-PVT checklist and control system trend log graphs by the controls subcontractor by Friday, 22 July. The creation of the graphic trend logs may be the only item that has not been completed at this point.

To clarify my request:

- 1) Pre-FPT checklists, filled out with signatures, are necessary to perform the FPT/TAB.
- 2) FPT checklists, filled out with signatures, are necessary to confirm system readiness for PVT.
- 3) Pre-PVT checklist, filled out, is necessary to confirm DDC system readiness for PVT.
- 4) Control Loop Trend Logs (as graphs) are necessary to confirm system stability prior to PVT:
 - a) graphical plots required under 23 09 23.13 22 section 3.5.10 can be combined with those of section 3.5.4.q.
 - b) graphical plots should contain trends of each variable point (zone temperatures, damper positions, etc.)
 - c) variable point trends should be overlaid on setpoint trends (e.g.: zone temp and cooling setpoint on same graph)
 - d) for ease of printing, when necessary, graphs should be on a white or light color background
 - e) graphical plots should illustrate system responses to changes in set points and/or parameters
 - f) based on (a) and (e), the length of trended data can vary, but appropriately scaled 24/48 hour spans are acceptable
 - g) DDC system screenshots are acceptable provided they show both the variable point and the set point together

All four items can be submitted electronically via email.

Please contact me before Friday should there be any questions on the above.

Respectfully,

(b)(6)

(b)(6) EIT, PMP

Mechanical Acceptance Engineer

(b)(6) / DSN: (b)(6) / CELL: (b)(6) / FAX: (b)(6)

(b)(6)

-----Original Message-----

From: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune

Sent: Monday, July 11, 2016 10:00 AM

To: (b)(6) NAVFAC MIDLANT, CI (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune

Cc: (b)(6) (Group III Mgt.); (b)(6) (PM, Group III Management); (b)(6) (Group III Mgt Superintendent); (b)(6)

Subject: RE: TRANSMITTAL 1238 REV 1, CLEO TAB TEST REPORTS

(b)(6) /All

(b)(6) will be onsite to do TAB and controls verification July 25th and 26th, and the morning of the 27th if necessary. Please have the appropriate subs on site.

(b)(6), PE

Supervisory Construction Manager

ROICC, Camp Lejeune, NC

(b)(6)

-----Original Message-----

From: (b)(6) [[\(mailto:\(b\)\(6\)\)](mailto:(b)(6))]

Sent: Thursday, July 07, 2016 2:32 PM

To: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, CI; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune

Cc: (b)(6) (Group III Mgt.); Erik Barrow (PM, Group III Management); (b)(6) (Group III Mgt Superintendent); (b)(6)

Subject: [Non-DoD Source] TRANSMITTAL 1238 REV 1, CLEO TAB TEST REPORTS

Good afternoon (b)(6). Attached are the revised TAB test reports for the CLEO building. It was reviewed and signed by my QC Manager. All changes identified by (b)(6) have been made. (b)(6) last comments are included at the end of the attachment. Request (b)(6) review and comment as soon as he is able. I am sending this digitally-only for now. Please advise if you feel hard copy should follow. I recommend sending hard copy for the files once this gets approved. Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) | Email: (b)(6)

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GROUP III MGT., INC.

PO Box 1393 (28503)

2820 West Vernon Ave., Kinston, NC (28504)

Phone (252) 527-3333

Fax (252) 527-3377

July 22, 2016

To:

(b)(6)

From:

(b)(6)

Re: Pre-PVT Checklist, Trends, & Pre-FPT Checklist

- 1) Pre-PVT- Item #U Please see the note that a laptop will be turned over to the Owner at the end of the project.
- 2) Trends- The Trends for Geothermal Water Temperatures HP-1, HP-3, and HP-4 are included. Group III had HP-2 turned off insulating the condensate lines.
- 3) Pre-FPT- Please note that as of the Pre-FPT's that the HPWH pump was not operating as designed. The pump is now operating and there is Hot Water to the Building.

Cc:

(b)(6)

P1383 New Base Entry Point
Section 23 09 23.13 20

- n. Verify all valve and actuator zero and span adjustments are set properly.
☒ Yes ☐ No
- o. Verify all sensor readings are accurate and calibrated.
☒ Yes ☐ No
- p. Verify each control valve and actuator goes to normal position upon loss of power.
☒ Yes ☐ No
- q. Verify all control loops are tuned for smooth and stable operation. View trend data where applicable.
☒ Yes ☐ No
- r. Verify each controller works properly in stand-alone mode.
☒ Yes ☐ No
- s. Verify all safety controls and devices function properly, including freeze protection and interfaces with building fire alarm systems.
☒ Yes ☐ No
- t. Verify all electrical interlocks work properly.
☒ Yes ☐ No
- u. Verify all workstations, notebooks, and maintenance personnel interface tools are delivered, all system and database software is installed, and graphic pages are created for each workstation and notebook.
☐ Yes ☐ No *END OF CONTRACT*
- v. Verify the as-built (shop) control drawings are complete.
☒ Yes ☐ No

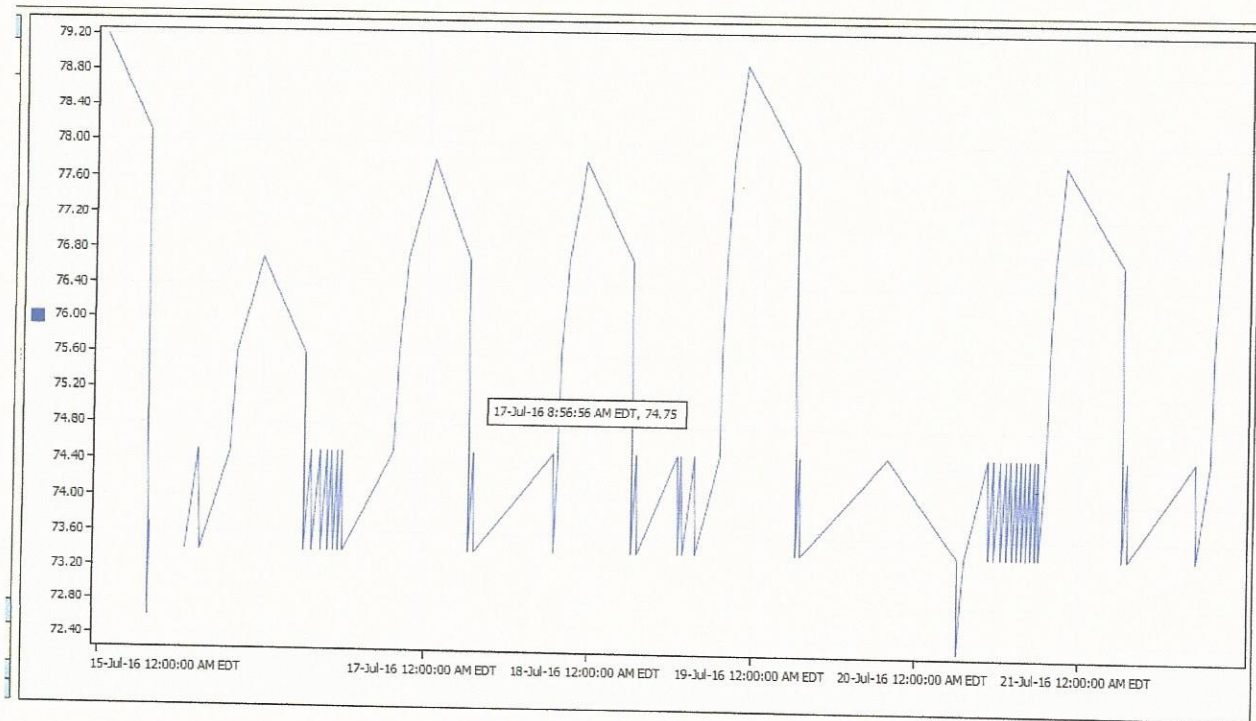
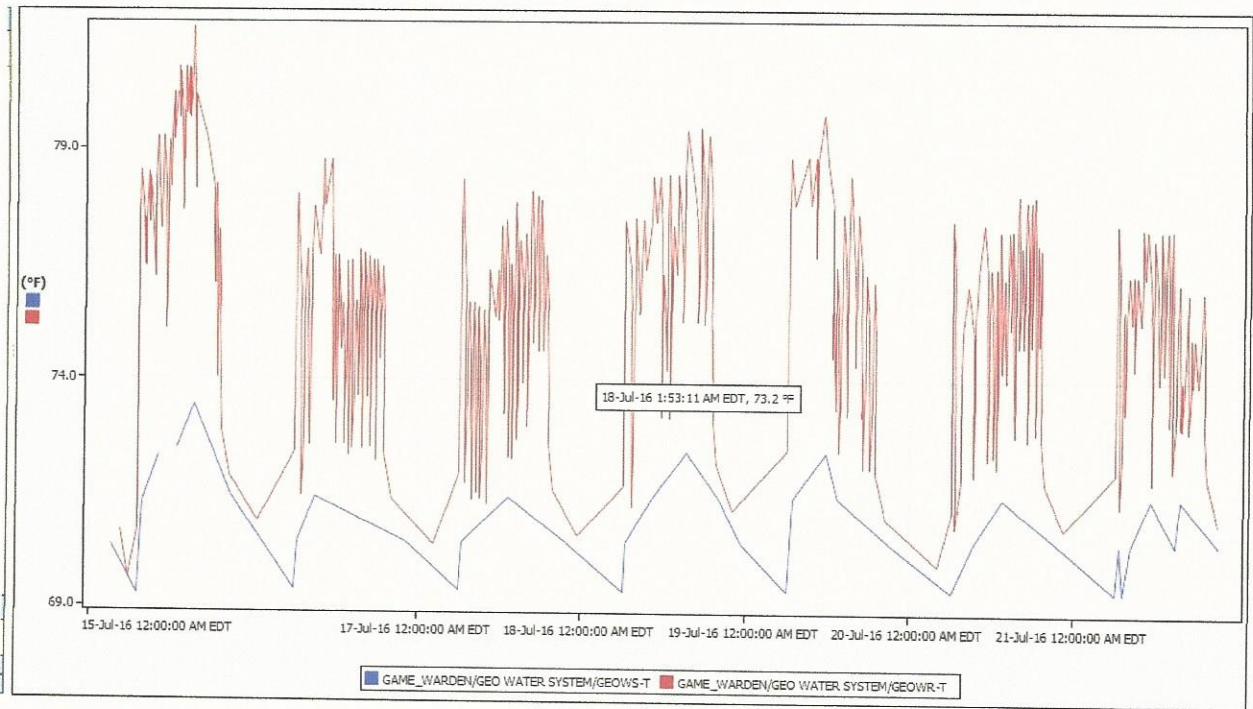
(b)(6)

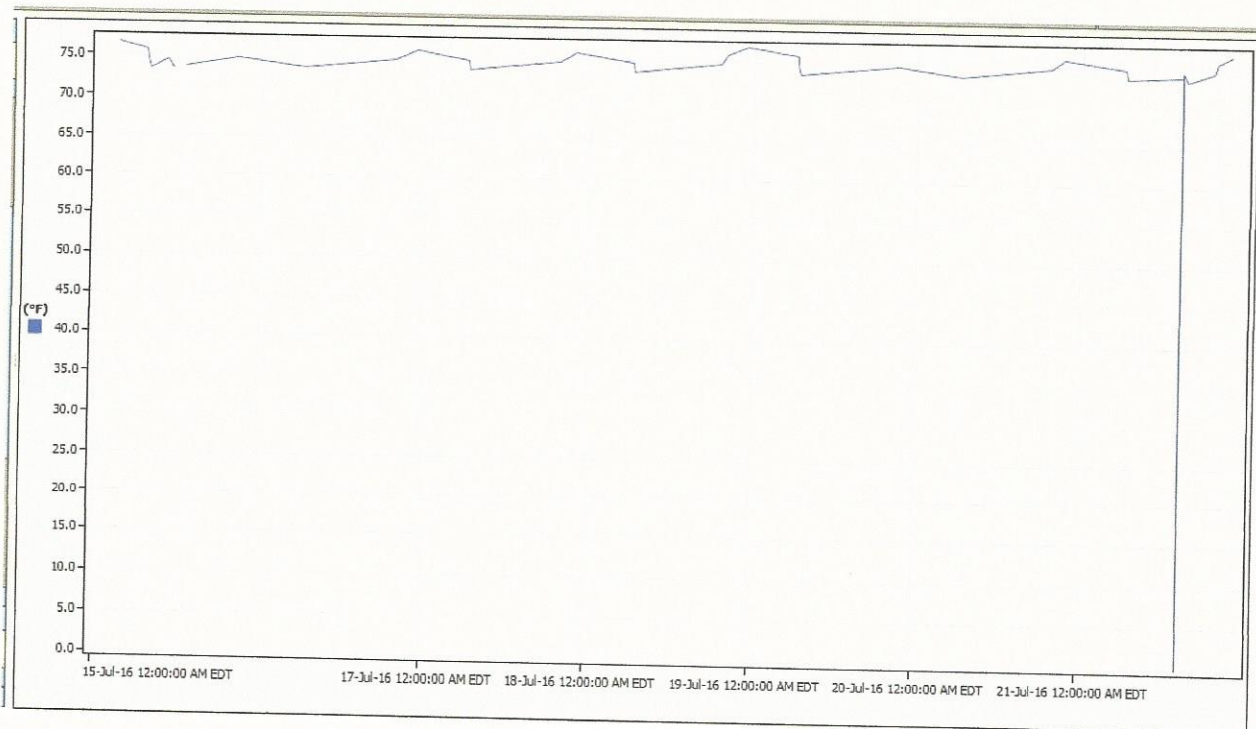
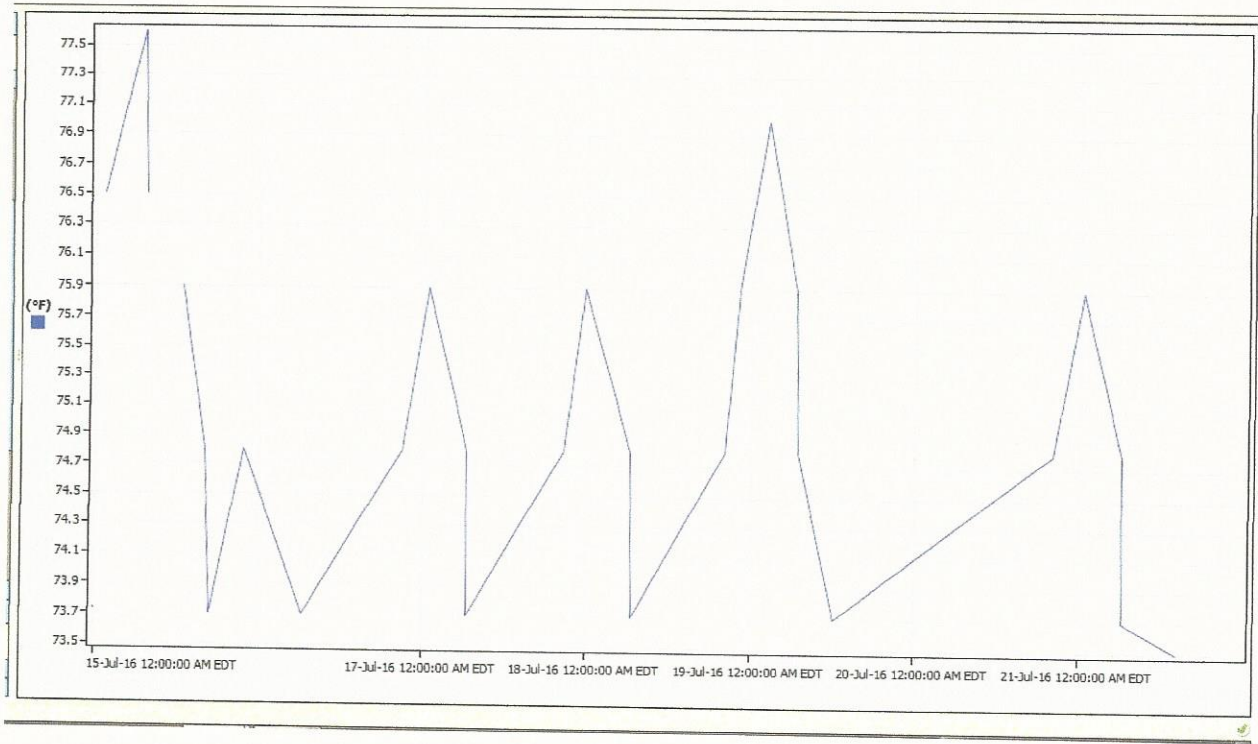
5-6-16

P1383 New Base Entry Point
Section 23 09 23.13 20

Pre-Performance Verification Testing Checklist

- a. Verify all required mechanical installation work is successfully completed, and all HVAC equipment is working correctly (or will be by the time PVT is conducted).
☒ Yes ☐ No
- b. Verify HVAC motors operate below full-load amperage ratings.
☒ Yes ☐ No
- c. Verify all required control system components, wiring, and accessories are installed.
☒ Yes ☐ No
- d. Verify the installed control system architecture matches approved drawings.
☒ Yes ☐ No
- e. Verify all control circuits operate at the proper voltage and are free from grounds or faults.
☒ Yes ☐ No
- f. Verify all required surge protection is installed.
☒ Yes ☐ No
- g. Verify the A/C Power Table specified in "CONTROLS SYSTEMS OPERATORS MANUALS" is accurate.
☒ Yes ☐ No
- h. Verify all DDC network communications function properly, including uploading and downloading programming changes.
☒ Yes ☐ No
- i. Using the BACnet protocol analyzer (if provided or required in this specification), verify communications are error free.
☒ Yes ☐ No
- j. Verify each digital controller's programming is backed up.
☒ Yes ☐ No
- k. Verify all wiring, components, and panels are properly labeled.
☒ Yes ☐ No
- l. Verify all required points are programmed into devices.
☒ Yes ☐ No
- m. Verify all TAB work affecting controls is complete.
☒ Yes ☐ No







Commissioning Solutions, Inc.

**3850-A Airport Road, NW
Wilson, NC 27896
(252)-291-5100**

**COMMISSIONING REPORT
CONSERVATION LAW ENFORCEMENT OFFICE (CLEO)**

**BASE ENTRY POINT
OLD SAWMILL ROAD
P-1383**

**MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA**

FEBRUARY 2016



COMMISSIONING CHECK SHEET

Centrifugal Pump

PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT Camp Lejeune – Base Entry Point
EQUIPMENT TAG P-1
SYSTEM Geothermal Loop

TEST DATE 8 MARCH 2016
LOCATION Mechanical Room
DWG. NO WM101/WM601

As Scheduled					
Make	B&G	Model Number	Series 90	Serial Number	NG
HP	2.0	Impeller Diameter – inches	1.25"	Volts/FL Amps	208/1
GPM	46	Ft Head	54	Pump RPM	3450
Service	Geothermal Loop	Speed Control	No	Efficiency	NG
Comments: Pump DDC relay start with circuit setter for flow control					

As Submitted					
Make		Model Number		Serial Number	
HP		Impeller Diameter – inches		Volts/FL Amps	
GPM		Ft Head		Pump RPM	
Service		Speed Control		Efficiency	
Comments:					

As Installed					
Make	B&G	Model Number	SERIES 90	Serial Number	
HP	1.5	IMPELLER	4.375"	Volts/Amps	208V/1Φ, 9.1A
GPM	SEE TAB REPORT	Ft Head	54.3 FT	Pump RPM	3450
Service	GEOTHERMAL LOOP	Speed Control	*	Efficiency	PRIMUM
Comments: VFD SPECIFIED, MOTOR START RELAY RECOMMENDED					

Pre Functional Checklist Item and Description	NA	Yes	No	Comments
Pump Installation				
Piping system installed		✓		
Piping system hot water filled and flushed CONDENSER WATER		✓		
Piping system hot water pump make up water set		✓		
Pump start up strainer removed or strainer cleaned		✓		
Adjustable foot support installed underneath suction diffuser	✓			
Pressure/temperature gauges/ports installed		✓		



COMMISSIONING CHECK SHEET
Centrifugal Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	8 MARCH 2016
EQUIPMENT TAG	P-1	LOCATION	Mechanical Room
SYSTEM	Geothermal Loop	DWG. NO	WM101/WM601

Pre Functional Checklist Item and Description	NA	Yes	No	Comments
Valves installed per detail drawing		✓		
Pressure relief valve and size installed per drawings		✓		
Pump Electrical				
Power available to pump disconnect.		✓		
Proper motor rotation verified		✓		
Power available to Variable Frequency Drive	✓			NOT FUNCTIONAL
Starter overload heaters set to FLA of motor/sized correctly		✓		VFD BYPASSED
Control system interlocks functional		✓		
Verify that disconnect is located within sight of the unit it controls		✓		
Pump Controls				
Verify proper location, installation and calibration of the water temperature sensors		✓		
Pump volume controller-VFD operable			✓	

Comments:

PUMP RUNNING IN BYPASS, CIRCUISSETER USED TO CALIBRATE DESIGN FLOW.



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	
EQUIPMENT TAG	Admin Bldg HPWH-1	LOCATION	Mechanical Room
SYSTEM	Geothermal Water Heating	DWG. NO	WM-401/WP-501

As Scheduled					
Make	Florida Heat Pump	Model Number	WT025	Serial Number	NG
	Total Cooling Capacity	N/A		Total Heating Capacity	20,000 BTUH
Temp In	115-deg	V/Amps	208/1	Temp Out	125
Condenser Water GPM	4.0		Hot Gas Reheat (Y/ N)		N/A
Comments: Set Point Temperature = 125-deg F					

As Submitted					
Make		Model Number		Serial Number	
	Total Cooling Capacity			Total Heating Capacity	
Temp In		Volts/Amps		Temp Out	
Condenser Water GPM			Hot Gas Reheat (Y/ N)		
Comments:					

As Installed (To be completed by installing contractor)						29406170000017735044323
Make	Bosch (FHP)	Model Number	WT025	Serial Number	See above	
	Total Cooling Capacity	See TAB		Total Heating Capacity	20,000 BTU	
Temp In	110-deg	Volts/Amps	208/1	Temp Out	120	
Condenser Water GPM	See TAB		Hot Gas Reheat (Yes or No)		N/A	
Comments: Confirm temperatures are adequate for proper occupancy						

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cr-Officer	Comment #
Piping Installation										
Piping Connections complete.		X			X					
Piping leak test complete.		X			X					
Valve direction verified		X			X		X			
Piping insulated as required.		X			X					
Verify open/closed status of control valves		X			X		X	X		
Flexible connectors installed as specified.		X			X					



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	<u>Camp Lejeune – Base Entry Point</u>	TEST DATE	
EQUIPMENT TAG	<u>Admin Bldg HPWH-1</u>	LOCATION	<u>Mechanical Room</u>
SYSTEM	<u>Geothermal Water Heating</u>	DWG. NO	<u>WM-401/WP-501</u>

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cx-Officer	Comment #
Unit Installation										
Inspection and access doors are operable and sealed		X			X					
Condenser water piping properly connected		X			X		X			
Condensate drainage is unobstructed and routed to drain		X			X					
					X		X			
Unit Electrical										
Power available to unit disconnect(s).		X				X				
Power available to unit control panel		X				X				
		X			X	X	X			
Verify that disconnect(s) is located within sight of the unit it controls		X				X				
Power available to electric heating coil		X				X				
Unit Controls										
Temperature Sensors installed/wiring complete		X			X		X	X		
Control valves operable		X			X		X			
Unit control system operable and verified		X			X		X	X		
Verify proper location and installation of temperature sensor		X			X					
Testing, Adjusting, and Balancing										
TAB Report submitted		X			X		X			

Comments:

COMMISSIONING CHECK SHEET
Energy Recovery Ventilator System
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	8 March 2016
EQUIPMENT TAG	ERV-1	LOCATION	Mechanical Room
SYSTEM	Administration Building	DWG. NO	WM-401/WM-601

As Scheduled							
Make	Greenheck	Model Number	Minivent - 750		Serial Number	NG	
		Cooling Capacity	N/A		Heating Capacity	N/A	
SF HP	0.5	SF Volts/FL Amps	120/1	SF CFM	720	SF ESP/TSP-in. wg	0.50
EF HP	0.5	EF Volts/FL Amps	120/1	EF CFM	500	EF ESP/TSP-in. wg	0.5
Comments: Supply and Exhaust Fans have fixed speed direct drives.							

As Submitted							
Make		Model Number			Serial Number		
		Cooling Capacity			Heating Capacity		
SF HP		SF Volts/FL Amps		SF CFM		SF ESP/TSP-in. wg	
EF HP		EF Volts/FL Amps		EF CFM		EF ESP /TSP-in. wg	
Comments:							

As Installed							
Make	GREENHECK	Model Number	MV-750-PSC		Serial Number	13967587	
		Cooling Capacity			Heating Capacity	N/A	
SF HP	.25	SF Volts/FL Amps		SF CFM	TBD	SF ESP/TSP-in. wg	
EF HP	.25	EF Volts/FL Amps		EF CFM	TBD	EF ESP/TSP-in. wg	
Comments SEE TAB REPORT FOR AIR FLOW DATA - SUPPLY FAN / EXHAUST FAN							

Requested documentation submitted	Rec'd	Comments
Submittals with performance data	<input checked="" type="checkbox"/>	
Equipment Start-up Sheets	<input checked="" type="checkbox"/>	
Comments:		

COMMISSIONING CHECK SHEET
Energy Recovery Ventilator System
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	<u>Camp Lejeune – Base Entry Point</u>	TEST DATE	<u>8 March 2016</u>
EQUIPMENT TAG	<u>ERV-1</u>	LOCATION	<u>Mechanical Room</u>
SYSTEM	<u>Administration Building</u>	DWG. NO	<u>WM-401/WM-601</u>

Pre Functional Checklist Item and Description	NA	Yes	No	Comment #
Ductwork Installation-Pre Commissioning Checks				
Ductwork complete.		✓		
Ductwork leak test complete.		✓		
Fire dampers, smoke dampers, and access doors installed as required.	✓			NOT REQUIRED
Ductwork insulated as required.		✓		
Thermometers and gauges installed as required.		✓		
Verify open/closed status of dampers.		✓		
Verify smoke dampers operation.	✓			NOT REQUIRED
Flexible connectors installed as specified.		✓		
ERV Installation				
Installation and access doors are operable and sealed		✓		
Condensate drainage is unobstructed. (Visually verify drainage by pouring a cup of water into drain pan).		✓		
Fan belt adjusted. <u>Supply Fan</u>	✓			DIRECT DRIVE
Fan belt adjusted. <u>Exhaust Fan</u>	✓			
Construction filters removed and correct filters installed			✓	
Start-up and checkout complete		✓		
ERV Electrical				
Power available to unit disconnect(s).		✓		
Power available to unit control panel		✓		
Proper motor rotation verified on the <u>Supply Fan</u>				
Proper motor rotation verified on the <u>Exhaust Fan</u>				
Verify that disconnect(s) is located within sight of the unit it controls		✓		
ERV Controls				
Outside Air Damper/actuator properly installed		✓		
Return Air Damper/actuator properly installed		✓		
Relief/Exhaust Air Damper/actuator properly installed		✓		
Outside Air Damper/actuator operable		✓		
Return Air Damper/actuator operable		✓		
Relief/Exhaust Air Damper/actuator operable	✓	✓		DIRECT DRIVE
<u>Supply Fan</u> air volume controller-VFD operable	✓			
<u>Exhaust Fan</u> air volume controller-VFD operable	✓			
Air handling unit control system operational.		✓		

COMMISSIONING CHECK SHEET
Energy Recovery Ventilator System
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	<u>Camp Lejeune – Base Entry Point</u>	TEST DATE	<u></u>
EQUIPMENT TAG	<u>ERV-1</u>	LOCATION	<u>Mechanical Room</u>
SYSTEM	<u>Administration Building</u>	DWG. NO	<u>WM-401/WM-601</u>

Comments:

Pre-functional checklist items are to be completed as part of stat-up & initial checkout, preparatory to performing functional performance test procedures, prior to performance of TAB.

- This checklist does not take the place of the manufacturer's recommended checkout and startup procedures or report.



COMMISSIONING CHECK SHEET
Exhaust Fan
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT
EQUIPMENT TAG
SYSTEM

Camp Lejeune – Base Entry Point
Admin Bldg EF-1
Toilet Room Ventilation

TEST DATE
LOCATION
DWG. NO

8 MARCH 2016
Women's
WM101/WM601

As Scheduled					
Make	Panasonic	Model Number	FV-08VKS2	Serial Number	NG
Fan HP	16.2W		Ceiling	Volts/Amps	120/1
CFM	50		Direct Drive		
Comments: Speed Control Required					

As Submitted					
Make		Model Number		Serial Number	
Fan HP				Volts/Amps	
CFM					
Comments:					

As Installed					
Make	PANASONIC	Model Number	FV-05-11VKS1	Serial Number	N/A
Fan HP	12W		CEILING	Volts/Amps	120/1, 1A
CFM	SEE TAB REPORT		DIRECT DRIVE		
Comments: SPEED CONTROL INSTALLED - OCCUPANCY SENSOR					

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Comment #
Exhaust Fan Installation									
Unit installed with wall/ceiling brackets and at the proper height per Manufacturer's recommendations		✓				X	X	X	
Exhaust Fan Electrical									
Power available to unit disconnect.		✓					X		
Proper motor rotation verified		✓					X	X	
Verify that the power disconnect is located within sight of the unit it controls		✓					X		
Exhaust Fan Controls									
Verify proper location and installation of the thermostat (NO)	✓					X			
Verify Intake louver opens with fan start	✓					X			



COMMISSIONING CHECK SHEET
Exhaust Fan
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT
EQUIPMENT TAG
SYSTEM

Camp Lejeune – Base Entry Point
Admin Bldg EF-1
Toilet Room Ventilation

TEST DATE
LOCATION
DWG. NO

8 March 2016
Women's
WM101/WM601

Comments:

COMMON EXHAUST BACK TO ERV UNIT - FAN OPERATIONAL



COMMISSIONING CHECK SHEET
Exhaust Fan
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT Camp Lejeune – Base Entry Point
EQUIPMENT TAG Admin Bldg EF-2
SYSTEM Toilet Room Ventilation

TEST DATE 8 March 2010
LOCATION Men's
DWG. NO WM101/WM601

As Scheduled					
Make	Panasonic	Model Number	FV-08VKS2	Serial Number	NG
Fan HP	16.2W		Ceiling	Volts/Amps	120/1
CFM	50		Direct Drive		
Comments: Speed Control Required					

As Submitted					
Make		Model Number		Serial Number	
Fan HP				Volts/Amps	
CFM					
Comments:					

As Installed					
Make	PANASONIC	Model Number	FV-05-11VKS1	Serial Number	N/A
Fan HP	12W		CEILING	Volts/Amps	120/1, .1A
CFM	SEE TAB REPORT		DIRECT DRIVE		
Comments: SPEED CONTROL INSTALLED - OCCUPANCY SENSOR					

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Comment #
Exhaust Fan Installation									
Unit installed with wall/ceiling brackets and at the proper height per Manufacturer's recommendations		✓				X	X	X	
Exhaust Fan Electrical									
Power available to unit disconnect.		✓					X		
Proper motor rotation verified		✓					X	X	
Verify that the power disconnect is located within sight of the unit it controls		✓					X		
Exhaust Fan Controls									
Verify proper location and installation of the thermostat (no)	✓					X			
Verify Intake louver opens with fan start	✓					X			

Commissioning
Solutions



COMMISSIONING CHECK SHEET
Exhaust Fan
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	<u>Camp Lejeune – Base Entry Point</u>	TEST DATE	<u>8 MARCH 2016</u>
EQUIPMENT TAG	<u>Admin Bldg EF-2</u>	LOCATION	<u>Men's</u>
SYSTEM	<u>Toilet Room Ventilation</u>	DWG. NO	<u>WM101/WM601</u>

Comments:

COMMON EXHAUST BACK TO ERU UNIT - FAN OPERATIONAL



COMMISSIONING CHECK SHEET
Exhaust Fan
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	8 March 2016
EQUIPMENT TAG	Admin Bldg EF-3	LOCATION	Vehicle Storage
SYSTEM	Room Ventilation	DWG. NO	WM101/WM601

As Scheduled					
Make	Greenheck	Model Number	SE1-12-432	Serial Number	NG
Fan HP	1/20		Sidewall	Volts/Amps	120/1
CFM	300		Direct Drive		
Comments: Speed Control Required					

As Submitted					
Make		Model Number		Serial Number	
Fan HP				Volts/Amps	
CFM					
Comments:					

As Installed					
Make	GREENHECK	Model Number	SE1-12-432	Serial Number	N/A
Fan HP	118		SIDEWALL	Volts/Amps	120/1, 1.6A
CFM	SEE TAB REPORT		DIRECT DRIVE		
Comments: FAN CONTROLLED VIA CO SENSOR					

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Comment #
Exhaust Fan Installation									
Unit installed with wall/ceiling brackets and at the proper height per Manufacturer's recommendations		✓				X	X	X	
Exhaust Fan Electrical									
Power available to unit disconnect.		✓					X		
Proper motor rotation verified		✓					X	X	
Verify that the power disconnect is located within sight of the unit it controls		✓					X		
Exhaust Fan Controls									
Verify proper location and installation of the thermostat (N2)	✓					X			
Verify Intake louver opens with fan start		✓				X			



COMMISSIONING CHECK SHEET
Exhaust Fan
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT
EQUIPMENT TAG
SYSTEM

Camp Lejeune – Base Entry Point
Admin Bldg EF-3
Room Ventilation

TEST DATE
LOCATION
DWG. NO

8 MARCH 2016
Vehicle Storage
WM101/WM601

Comments:

- FAN RUNS BASED ON CO TESTSWITCH -
- RECOMMEND FAN ON/OFF SWITCH INSTALLED TO PROVIDE VENTILATION



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	11 July 2016
EQUIPMENT TAG	Admin/Classroom WSHP-1	LOCATION	Room # 131
SYSTEM	Heating and Cooling	DWG. NO	WM-102/WM-401

As Scheduled							
Make	Florida Heat Pump	Model Number	AP409	Serial Number	NG		
	Total Cooling Capacity	37,000 BTUH		Total Heating Capacity	33,700 BTUH		
SF HP	.75	Volts/Amps	208/1	SF CFM	1450	SF ESP (in. wg)	0.5
Condenser Water GPM	12			Hot Gas Reheat (Yes or No)	No		
Comments: Outside Air = 150 cfm							

As Submitted							
Make		Model Number		Serial Number			
	Total Cooling Capacity			Total Heating Capacity			
SF HP		Volts/Amps		SF CFM		SF ESP (in. wg)	
Condenser Water GPM				Hot Gas Reheat (Yes or No)			
Comments:							

As Installed (To be completed by installing contractor)							
Make	CLIMATE MASTER	Model Number	TTV049	Serial Number	S14828806		
	Total Cooling Capacity	37.0 MBH		Total Heating Capacity			
SF HP	1.0	SF Volts/Amps	208/1	SF CFM	1450	SF ESP (in. wg)	0.40
Condenser Water GPM	SEE TAB REPORT			Hot Gas Reheat (Yes or No)			
Comments: AUTO FLOW CONTROL (SET FOR 12 GPM) (ROOM SENSOR IN CLASSROOM)							

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cr-Officer	Comment #
Ductwork Installation										
Ductwork complete.		✓			X					
Ductwork leak test complete.		✓			X					
Fire dampers, smoke dampers, and access doors installed as required.	✓				X		X			
Ductwork insulated as required.		✓			X					
Verify open/closed status of dampers.		✓			X		X	X		
Verify smoke dampers operation.	✓				X		X			
Flexible connectors installed as specified.		✓			X					



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT Camp Lejeune - Base Entry Point
EQUIPMENT TAG Admin/Classroom WSHP-1
SYSTEM Heating and Cooling

TEST DATE 11 July 2016
LOCATION Room # 131
DWG. NO WM-102/WM-401

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cr-Officer	Comment #
AHU Installation										
Inspection and access doors are operable and sealed		✓			X					
Condensate water piping properly connected		✓			X		X			
Condensate drainage is unobstructed and routed to drain		✓			X					
Fan belt adjusted. Supply Fan (if applicable) (Direct Drive)	✓				X		X			
Construction filters removed and correct filters installed			✓		X		X			
Compressor properly connected		✓				X				
AHU Electrical										
Power available to unit disconnect(s).		✓				X				
Power available to unit control panel		✓				X				
Proper motor rotation verified on the Supply Fan		✓			X	X	X			
Verify that disconnect(s) is located within sight of the unit it controls		✓				X				
Power available to electric heating coil	✓					X				
AHU Coils/Compressor										
Condenser water piping properly connected		✓			X					
AHU Controls										
Discharge Air Temperature Sensor installed/wiring complete		✓			X		X	X		
Zone Temperature Sensor installed/wiring complete		✓			X		X	X		
Auxiliary Float Switch installed/wiring complete	✓				X					
Control valves operable		✓			X		X			
Unit control system operable and verified		✓			X		X	X		
Verify proper location and installation of the thermostat		✓			X					
Testing, Adjusting, and Balancing										
TAB Report submitted (SECOND SUBMITTAL)		✓			X		X			

Comments:



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	11 July 2016
EQUIPMENT TAG	Admin/Classroom WSHP-2	LOCATION	Room # 109
SYSTEM	Heating and Cooling	DWG. NO	WM-102/WM-401

As Scheduled					
Make	Florida Heat Pump	Model Number	AP035	Serial Number	NG
	Total Cooling Capacity		40,100 BTUH	Total Heating Capacity	37,800 BTUH
SF HP	..50	Volts/Amps	208/1	SF CFM	1020
				SF ESP (in. wg)	0.5
Condenser Water GPM	9			Hot Gas Reheat (Yes or No)	No
Comments: Outside Air = 355 cfm					

As Submitted					
Make		Model Number		Serial Number	
	Total Cooling Capacity			Total Heating Capacity	
SF HP		Volts/Amps		SF CFM	
				SF ESP (in. wg)	
Condenser Water GPM				Hot Gas Reheat (Yes or No)	
Comments:					

As Installed (To be completed by installing contractor)					
Make	CLIMATE MASTER	Model Number	TRV03B	Serial Number	514625322
	Total Cooling Capacity		40	Total Heating Capacity	
SF HP	0.5	SF Volts/Amps	208/1	SF CFM	1016
				SF ESP (in. wg)	0.69
Condenser Water GPM	SEE TAB REPORT			Hot Gas Reheat (Yes or No)	
Comments: AUTO FLOW CONTROL (SET FOR 9 gpm) (WALL SENSOR, ROOM 120A)					

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cr-Officer	Comment #
Ductwork Installation										
Ductwork complete.		✓			X					
Ductwork leak test complete.		✓			X					
Fire dampers, smoke dampers, and access doors installed as required.	✓				X		X			
Ductwork insulated as required.		✓			X					
Verify open/closed status of dampers.		✓			X		X	X		
Verify smoke dampers operation.	✓				X		X			
Flexible connectors installed as specified.		✓			X					



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT Camp Lejeune – Base Entry Point
EQUIPMENT TAG Admin/Classroom WSHP-2
SYSTEM Heating and Cooling

TEST DATE 11 July 2014
LOCATION Room # 109
DWG. NO WM-102/WM-401

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cr-Officer	Comment #
AHU Installation										
Inspection and access doors are operable and sealed		✓			X					
Condensate water piping properly connected		✓			X		X			
Condensate drainage is unobstructed and routed to drain		✓			X					
Fan belt adjusted. Supply Fan (if applicable) (Direct Drive)	✓				X		X			
Construction filters removed and correct filters installed			✓		X		X			
Compressor properly connected		✓				X				
AHU Electrical										
Power available to unit disconnect(s).		✓				X				
Power available to unit control panel		✓				X				
Proper motor rotation verified on the Supply Fan		✓			X	X	X			
Verify that disconnect(s) is located within sight of the unit it controls		✓				X				
Power available to electric heating coil	✓					X				
AHU Coils/Compressor										
Condenser water piping properly connected		✓			X					
AHU Controls										
Discharge Air Temperature Sensor installed/wiring complete		✓			X		X	X		
Zone Temperature Sensor installed/wiring complete		✓			X		X	X		
Auxiliary Float Switch installed/wiring complete	✓				X					
Control valves operable		✓			X		X			
Unit control system operable and verified		✓			X		X	X		
Verify proper location and installation of the thermostat		✓			X					
Testing, Adjusting, and Balancing										
TAB Report submitted		✓			X		X			

Comments:



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune - Base Entry Point	TEST DATE	11 July 2010
EQUIPMENT TAG	Admin/Classroom WSHP-3	LOCATION	Room #109
SYSTEM	Heating and Cooling	DWG. NO	WM-102/WM-401

As Scheduled					
Make	Florida Heat Pump	Model Number	AP049	Serial Number	NG
	Total Cooling Capacity		47,500 BTUH	Total Heating Capacity	62,000 BTUH
SF HP	..75	Volts/Amps	208/1	SF CFM	1700
				SF ESP (in. wg)	0.5
Condenser Water GPM	12			Hot Gas Reheat (Yes or No)	No
Comments: Outside Air = 220 cfm					

As Submitted					
Make		Model Number		Serial Number	
	Total Cooling Capacity			Total Heating Capacity	
SF HP		Volts/Amps		SF CFM	
				SF ESP (in. wg)	
Condenser Water GPM				Hot Gas Reheat (Yes or No)	
Comments:					

As Installed (To be completed by installing contractor)					
Make	CLIMATE MASTER	Model Number	TTVO49	Serial Number	514B28804
	Total Cooling Capacity		45.5MBH	Total Heating Capacity	
SF HP	1.0	SF Volts/Amps	208/1	SF CFM	1700
				SF ESP (in. wg)	0.57
Condenser Water GPM	SEE TAB REPORT			Hot Gas Reheat (Yes or No)	
Comments: AUTOFLOW CONTROL - SET AT 12 gpm (WALL SENSOR - ROOM 114A)					

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cr-Officer	Comment #
Ductwork Installation										
Ductwork complete.		✓			X					
Ductwork leak test complete.		✓			X					
Fire dampers, smoke dampers, and access doors installed as required.	✓				X		X			
Ductwork insulated as required.		✓			X					
Verify open/closed status of dampers.		✓			X		X	X		
Verify smoke dampers operation.	✓				X		X			
Flexible connectors installed as specified.		✓			X					



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	11 July 2016
EQUIPMENT TAG	Admin/Classroom WSHP-3	LOCATION	Room # 109
SYSTEM	Heating and Cooling	DWG. NO	WM-102/WM-401

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cr-Officer	Comment #
AHU Installation										
Inspection and access doors are operable and sealed		✓			X					
Condensate water piping properly connected		✓			X		X			
Condensate drainage is unobstructed and routed to drain		✓			X					
Fan belt adjusted. Supply Fan (if applicable) (DIRECT DRIVE)	✓				X		X			
Construction filters removed and correct filters installed			✓		X		X			
Compressor properly connected		✓				X				
AHU Electrical										
Power available to unit disconnect(s).		✓				X				
Power available to unit control panel		✓				X				
Proper motor rotation verified on the Supply Fan		✓			X	X	X			
Verify that disconnect(s) is located within sight of the unit it controls		✓				X				
Power available to electric heating coil	✓					X				
AHU Coils/Compressor										
Condenser water piping properly connected		✓			X					
AHU Controls										
Discharge Air Temperature Sensor installed/wiring complete		✓			X		X	X		
Zone Temperature Sensor installed/wiring complete		✓			X		X	X		
Auxiliary Float Switch installed/wiring complete	✓				X					
Control valves operable		✓			X		X			
Unit control system operable and verified		✓			X		X	X		
Verify proper location and installation of the thermostat		✓			X					
Testing, Adjusting, and Balancing										
TAB Report submitted		✓			X		X			

Comments:



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune - Base Entry Point	TEST DATE	11 July 2016
EQUIPMENT TAG	Admin/Classroom WSHP-4	LOCATION	Room # 109
SYSTEM	Heating and Cooling	DWG. NO	WM-102/WM-401

As Scheduled					
Make	Florida Heat Pump	Model Number	AP035	Serial Number	NG
	Total Cooling Capacity		37,000 BTUH	Total Heating Capacity	36,700 BTUH
SF HP	50	Volts/Amps	208/1	SF CFM	1200
				SF ESP (in. wg)	0.5
Condenser Water GPM	9			Hot Gas Reheat (Yes or No)	No
Comments: Outside Air = 145 cfm					

As Submitted					
Make		Model Number		Serial Number	
	Total Cooling Capacity			Total Heating Capacity	
SF HP		Volts/Amps		SF CFM	
				SF ESP (in. wg)	
Condenser Water GPM				Hot Gas Reheat (Yes or No)	
Comments:					

As Installed (To be completed by installing contractor)					
Make	CLIMATE MASTER	Model Number	TTV03B	Serial Number	514625321
	Total Cooling Capacity		33.6 MBH	Total Heating Capacity	
SF HP	0.5	SF Volts/Amps	208/1	SF CFM	1180
				SF ESP (in. wg)	0.40
Condenser Water GPM	SEE TAB REPORT			Hot Gas Reheat (Yes or No)	
Comments: AUTO FLOW CONTROL - SET FOR 9 gpm (WALL SENSOR - ROOM 101 - LOBBY)					

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Ct-Officer	Comment #
Ductwork Installation										
Ductwork complete.		✓			X					
Ductwork leak test complete.		✓			X					
Fire dampers, smoke dampers, and access doors installed as required.	✓				X		X			
Ductwork insulated as required.		✓			X					
Verify open/closed status of dampers.		✓			X		X	X		
Verify smoke dampers operation.	✓				X		X			
Flexible connectors installed as specified.		✓			X					



COMMISSIONING CHECK SHEET
Water Source Heat Pump
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	11 July 2010
EQUIPMENT TAG	Admin/Classroom WSHP-4	LOCATION	Room #109
SYSTEM	Heating and Cooling	DWG. NO	WM-102/WM-401

Pre Functional Checklist Item and Description	NA	Yes	No	Com-Agent	Mechanical	Electrical	TAB	Controls	Cr-Officer	Comment #
AHU Installation										
Inspection and access doors are operable and sealed		✓			X					
Condensate water piping properly connected		✓			X		X			
Condensate drainage is unobstructed and routed to drain		✓			X					
Fan belt adjusted. Supply Fan (if applicable) (<u>DIRECT DRIVE</u>)	✓				X		X			
Construction filters removed and correct filters installed		✓			X		X			
Compressor properly connected		✓				X				
AHU Electrical										
Power available to unit disconnect(s).		✓				X				
Power available to unit control panel		✓				X				
Proper motor rotation verified on the <u>Supply Fan</u>		✓			X	X	X			
Verify that disconnect(s) is located within sight of the unit it controls		✓				X				
Power available to electric heating coil	✓					X				
AHU Coils/Compressor										
Condenser water piping properly connected		✓			X					
AHU Controls										
Discharge Air Temperature Sensor installed/wiring complete		✓			X		X	X		
Zone Temperature Sensor installed/wiring complete		✓			X		X	X		
Auxiliary Float Switch installed/wiring complete	✓				X					
Control valves operable		✓			X		X			
Unit control system operable and verified		✓			X		X	X		
Verify proper location and installation of the thermostat		✓			X					
Testing, Adjusting, and Balancing										
TAB Report submitted		✓			X		X			

Comments:



COMMISSIONING CHECK SHEET
Ductless Split System/Air Cooled
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune - Base Entry Point	TEST DATE	8 March 2016
EQUIPMENT TAG	MDSS-1/MDCU-1	LOCATION	Admin Bldg
SYSTEM	Ductless Split System	DWG. NO	WM102/WM602

As Scheduled					
Indoor Unit Make	LG	Model #	LSN182CE	Serial #	
Outdoor Unit Make	LG	Model #	LSU182CE	Serial #	
Indoor Unit	Cooling Capacity	18,000 BTUH	Volts/Amps	N/A	
Outdoor Unit	Heating Capacity	18,000 BTUH	Volts/Amps	208/1	
Indoor Unit CFM	600	Refrigerant Type	NS		
Comments: Indoor unit receives power through field supplied wiring from outdoor unit					

As Submitted					
Indoor Unit Make		Model #		Serial #	
Outdoor Unit Make		Model #		Serial #	
Indoor Unit	Cooling Capacity		Volts/Total Amps		
Outdoor Unit			Volts/Total Amps		
Indoor Unit CFM		Refrigerant Type			
Comments:					

As Installed					
Indoor Unit Make	LG	Model #	LSN180HSV4	Serial #	
Outdoor Unit Make	LG	Model #	LSU180HSV4	Serial #	
Indoor Unit	Cooling Capacity		Volts/Amps	208/1, 0.4A	
Outdoor Unit			Volts/Amps	208/1, 15.4A	
Indoor Unit CFM	SEE TAB REPORT	Refrigerant Type	R410A		
Comments: WALL THERMOSTAT PROVIDED					

Pre Functional Checklist Item and Description	NA	Yes	No	Comments
Indoor Unit Installation				
Verify proper location and installation of sensor/thermostat		✓		
Condensate installed		✓		
Condensate operational		✓		
Correct filters installed		✓		



COMMISSIONING CHECK SHEET
Ductless Split System/Air Cooled
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	8 MARCH 2010
EQUIPMENT TAG	MDSS-1/MDCU-1	LOCATION	Admin Bldg
SYSTEM	Ductless Split System	DWG. NO	WM102/WM602

Pre Functional Checklist Item and Description	NA	Yes	No	Comments
Refrigerant piping properly connected		✓		
Refrigerant piping properly insulated		✓		
Indoor Unit Electrical				
Power available to unit		✓		
Power available to unit control panel		✓		
Verify that disconnect is located within sight of the unit it controls		✓		
Outdoor Unit Electrical				
Power available to unit disconnect.		✓		
Power available to unit control panel		✓		
Verify that disconnect is located within sight of the unit it controls		✓		
Outdoor Unit Installation				
Check condenser fans for proper rotation		✓		
Outdoor Unit Controls				
Unit safety/protection devices tested		✓		
Control system and interlocks installed		✓		
Control system and interlocks operational		✓		

Comments:

CIRCUIT WIRING TO OUT DOOR UNIT ONLY, INDOOR FANS POWERED VIA WIRING FROM OUTDOOR SECTION.



COMMISSIONING CHECK SHEET
Ductless Split System/Air Cooled
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune - Base Entry Point	TEST DATE	8 March 2016
EQUIPMENT TAG	MDSS-2/MDHP-2	LOCATION	Admin Bldg
SYSTEM	Ductless Split System	DWG. NO	WM102/WM602

As Scheduled					
Indoor Unit Make	LG	Model #	LSN182HE	Serial #	
Outdoor Unit Make	LG	Model #	LSU182HE	Serial #	
Indoor Unit	Cooling Capacity	19,500 BTUH	Volts/Amps	N/A	
Outdoor Unit	Heating Capacity	19,500 BTUH	Volts/Amps	208/1	
Indoor Unit CFM	500	Refrigerant Type	NS		
Comments: Indoor unit receives power through field supplied wiring from outdoor unit					

As Submitted					
Indoor Unit Make		Model #		Serial #	
Outdoor Unit Make		Model #		Serial #	
Indoor Unit	Cooling Capacity		Volts/Total Amps		
Outdoor Unit			Volts/Total Amps		
Indoor Unit CFM		Refrigerant Type			
Comments:					

As Installed					
Indoor Unit Make	LG	Model #	LSN180HSV4	Serial #	
Outdoor Unit Make	LG	Model #	LSU180HSV4	Serial #	
Indoor Unit	Cooling Capacity		Volts/Amps	208/1 0.4A	
Outdoor Unit			Volts/Amps	208/1 15.4A	
Indoor Unit CFM	SEE TAB REPORT	Refrigerant Type	R410A		
Comments: WALL THERMOSTAT PROVIDED					

Pre Functional Checklist Item and Description	NA	Yes	No	Comments
Indoor Unit Installation				
Verify proper location and installation of sensor/thermostat		✓		
Condensate installed		✓		
Condensate operational		✓		
Correct filters installed		✓		



COMMISSIONING CHECK SHEET
Ductless Split System/Air Cooled
PRE FUNCTIONAL PERFORMANCE TEST (PFPT)

PROJECT	Camp Lejeune – Base Entry Point	TEST DATE	8 MAR 2016
EQUIPMENT TAG	MDSS-2/MDHP-2	LOCATION	Admin Bldg
SYSTEM	Ductless Split System	DWG. NO	WM102/WM602

Pre Functional Checklist Item and Description	NA	Yes	No	Comments
Refrigerant piping properly connected		<input checked="" type="checkbox"/>		
Refrigerant piping properly insulated		<input checked="" type="checkbox"/>		
Indoor Unit Electrical				
Power available to unit		<input checked="" type="checkbox"/>		
Power available to unit control panel		<input checked="" type="checkbox"/>		
Verify that disconnect is located within sight of the unit it controls		<input checked="" type="checkbox"/>		
Outdoor Unit Electrical				
Power available to unit disconnect.		<input checked="" type="checkbox"/>		
Power available to unit control panel		<input checked="" type="checkbox"/>		
Verify that disconnect is located within sight of the unit it controls		<input checked="" type="checkbox"/>		
Outdoor Unit Installation				
Check condenser fans for proper rotation		<input checked="" type="checkbox"/>		
Outdoor Unit Controls				
Unit safety/protection devices tested		<input checked="" type="checkbox"/>		
Control system and interlocks installed		<input checked="" type="checkbox"/>		
Control system and interlocks operational		<input checked="" type="checkbox"/>		

Comments:

CIRCUIT WIRING TO OUTDOOR UNIT ONLY, INDOOR FAN POWERED VIA WIRING FROM OUTDOOR SECTION.

From: (b)(6)
To: (b)(6) .NAVFAC MIDLANT, ROICC Camp Lejeune (b)(6) .NAVFAC MIDLANT, RIOCC Camp Lejeune
Cc: (b)(6)
Subject: [Non-DoD Source] RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES
Date: Tuesday, September 13, 2016 15:31:41
Attachments: [image001.png](#)
[RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES.xlsx](#)
[ANDREWS & HAMILTON LOCKERS.pdf](#)

Good afternoon. Attached is RFP-063 which is in response to PCO-082. This PCO addressed the following 3 items:

- 1) Dehumidifiers in the mechanical rooms
- 2) Raising the x2 type D suspended light fixtures in the CLEO open vehicle storage room, and
- 3) Replacing CLEO 4-tier lockers with 1-tier lockers
- 4) Installing a light switch behind the acrylic panel in the CLEO lobby

Please let me know if you need anything further. Thanks. R/ (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | d (b)(6) | Email: (b)(6)
<[<mailto:\(b\)\(6\)>](mailto:(b)(6))>

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ESTIMATE FOR CONTRACT MODIFICATION

DATE: 13 Sep 16CONTRACT TITLE: **Base Entry Road and Access Points. Phase II & III (P1383 & P1384)**CONTRACT NO: **N40085-12-C-7714.**ROICC OFFICE: Camp Lejeune**** FOR OFFICIAL USE ONLY ****

DESCRIPTION:

RFP-063, PCO-082, CLEO LOCKERS AND ELECTRICAL CHANGES

PRIME CONTRACTOR'S WORK				Revisions/Comments
1.	Direct Materials		0	
2.	Sales Tax on Materials	7.00% of line 1	7.00%	0
3.	Direct Labor		0	
4.	Insurance, Taxes, and Fringe Benefits	28.00% of line 3	28.00%	0
5.	Rental Equipment		0	
6.	Sales Tax on Rental Equipment	6.75% of line 5	6.75%	0
7.	Equipment Ownership and Operating Expenses		0	
10.	SUBTOTAL (add lines 8 and 9)		0	

Prime's Remarks:

SUBCONTRACTOR'S WORK				
11.	Direct Materials		0	
12.	Sales Tax on Materials	7.00% of line 11	7.00%	0
13.	Direct Labor		0	
14.	Insurance, Taxes, and Fringe Benefits	30.00% of line 13	30.00%	0
15.	Rental Equipment		0	
16.	Sales Tax on Rental Equipment	7.00% of line 15	7.00%	0
17.	Equip. Ownership and Operating Expns		0	
18.	SUBTOTAL (add lines 11-17)			9,314
19.	Field Overhead	10.00% of line 18	10.00%	931
20.	Home Office Overhead	3.00% of (18+19)	3.00%	307
21.	SUBTOTAL (add lines 18, 19, & 20)			10,552
22.	Profit (as determined)	10.00% of line 21	10.00%	1,055
23.	SUBTOTAL (Add Lines 21& 22)			11,607

Sub's Remarks:

SUMMARY				
24.	Prime Contractor's Work (from line 10)		0.00	
25.	Sub-contractor's Work (from line 23)		11,607.00	
26.	SUBTOTAL (add lines 24 & 25)			11,607.00
27.	Prime's Field Office Overhead	11.87% of line 26	11.87%	1,377.75
28.	SUBTOTAL (add lines 26 & 27)			12,984.75
29.	Prime's Profit (as determined)	10.00% of line 28	10.00%	1,298.48
30.	SUBTOTAL (add lines 28 & 29)			14,283.23
31.	Prime Contractor's Bond Premium	0.84% of line 30	0.84%	119.98
32.	Prime's Home Office Overhead	6.90% of line 30	6.90%	985.54
33.	TOTAL COST (Add Lines 31 and 32)			15,389

Estimated time extension and justification

Prime Contractor name: DRAGADOS USASubcontractor name: Group III Mgt**** FOR OFFICIAL USE ONLY ****

Signature & Title of preparer:

(b)(6), PROJECT MANAGER**Note: This estimate was****prepared independently**Date: 13 Sep 16

(Printed Name & Title)

ESTIMATE FOR CONTRACT MODIFICATION

CONTRACT NO: N40085-12-C-7714

BREAKDOWN OF DIRECT COSTS					DATE: 13 Sep 16					
ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		O R	EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Qty	Rate	Total
1.				0		\$0.00				0
2.				0		\$0.00				0
3.				0		\$0.00				0
4.				0		\$0.00				0
5.				0		\$0.00				0
6.				0		\$0.00				0
7.				0		\$0.00				0
8.				0		\$0.00				0
9.				0		\$0.00				0
10.				0		\$0.00				0

ITEMS OF WORK FOR Subcontractor		QTY	UNIT	MATERIAL		LABOR		O R	EQUIPMENT		
				Unit Cost	Total Cost	Unit Cost	Total Cost		Qty	Rate	Total
1.					0		0				0
2.					0		0				0
3.					0		0				0
4.					0		0				0
5.					0		0				0
6.					0		0				0
7.					0		0				0
8.					0		0				0
9.					0		0				0
10.					0		0				0
11.					0		0				0
12.					0		0				0
13.					0		0				0
14.					0		0				0
15.					0		0				0
16.					0		0				0
17.					0		0				0
18.					0		0				0
19.					0		0				0
20.					0		0				0
21.					0		0				0
22.					0		0				0
23.					0		0				0
24.					0		0				0
25.					0		0				0
26.					0		0				0
27.	DIRECT Subcontractor's TOTALS				0		0	R O	Total (Rental)		0
									Total (Owned)		0

QUOTES FROM Subcontractor	QTY	UNIT	QUOTE	
			Unit Cost	Total Cost
Andrews & Hamilton Co., Inc.	1.00	EA	7,153.75	7,154
JT Yates Electric Services, Inc.	1.00	EA	2,160.00	2,160
				0
				0
				0
				0
				0
				0
				0
Subcontractor's Quotes TOTALS				9,314

** FOR OFFICIAL USE ONLY **

(YOUR PO# B16184)

18 Single Tier Lockers
Material
Installation

\$5,953.75
\$1,200.00

install removed
lockers in check
station \$1500.00

(b)(6)

Andrews & Hamilton Co., Inc.

TOTAL: \$7,653.75

-----Original Message-----

From: (b)(6) (b)(6)

Sent: Tuesday, June 14, 2016 11:09 AM

To: (b)(6)

Subject: Re: Shop Drawings, Rev-1 Camp Lejeune Entry CLEO 2 (LP-100413-11B)

(YOUR PO# B16184)

What is the cost?

From: (b)(6)
To: (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#) (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#); (b)(6) (b)(6); (b)(6) (b)(6) (MBF Architects) (b)(6) (b)(6); (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#) (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#)
Cc: (b)(6); (b)(6) (PM, Group III Management); (b)(6) (Group III Mgt Superintendent)
Subject: [Non-DoD Source] Transmittal 1278, RFI-349, CLEO ELECTRICAL LIGHT SWITCH ABSENT
Date: Tuesday, August 16, 2016 9:39:46
Attachments: [image001.png](#)
[Transmittal 1278, RFI-349, CLEO ELECTRICAL LIGHT SWITCH ABSENT.pdf](#)
Importance: High

Good morning. Please see attached RFI 349. Thanks. R (b)(6)

This RFI concerns the absence of an electric switch to control the full-length LED light behind the acrylic panel in the CLEO waiting room (rm.101).

See plan sheets WA211 and WA512 for interior elevation and detail.

WE102 shows a 20A, 120v duplex receptacle behind the acrylic panel in the waiting room, rm.101. This is part of the A-4 electric circuit.

WE104 (lighting plan) shows a switch going to a junction box behind the reception counter in rm.102. This switch and junction box are part of the B-6 circuit. Plans show nothing in this junction box that is controlled by switch B-6 (rm.102).

How does the designer intend to control the full-length LED light behind the acrylic panel in the CLEO waiting room (rm.101)? If it is plugged into the duplex receptacle behind the acrylic panel it is not accessible.

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | d (b)(6) | Email: (b)(6)
<[\(b\)\(6\)](mailto:(b)(6))>

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CONTRACTOR'S SUBMITTAL TRANSMITTAL

LANTDIV NORFOLK 4-43553 (Rev. 11-80)

CONTRACT NO. N40085-12-C-7714	TRANSMITTAL NO. 08162016 1278	DATE 8/16/2016
----------------------------------	----------------------------------	-------------------

FROM CONTRACTOR

Dragados USA - (b)(6)

TO

OICC, (b)(6)

Supervisory Construction Mgr

PROJECT TITLE AND LOCATION

P1383 & P1384 - New Base Entry Point and Road at MCB Camp Lejeune

CONTRACTOR USE ONLY

*List only one specification division per form

 List only one of the following categories on each transmittal form.
and indicate which is being submitted

☐ Contractor Approved

☒ OICC Approval

☐ Deviation/Substitution
For OICC Approval

REVIEWER USE ONLY
**** ACTION CODES**

A-Approved

D-Disapproved

AN-Approved as noted

RA-Receipt acknowledged

C-Comments

R-Resubmit

ITEM NO	PROJ. SPEC. SECT. & PARA. and/or PROJ. DWG. NO.	ITEM IDENTIFICATION (Type, size, model no., Mfg name, dwg. or brochure number)	NO. OF COPIES	ACTION CODES ***	REVIEWER'S INITIALS CODE AND DATE
1		RFI-349, CLEO light switch absent	1		

CONTRACTOR'S COMMENTS

(b)(6)

DATE RECEIVED BY REVIEWER	FROM (Reviewer)	TO
---------------------------	-----------------	----



Submittals are returned with action indicated. Approval of an item does not include approval of any deviation from the contract requirements unless the contractor calls attention to and supports the deviation.



Submittals are forwarded to LANTDIV with A-E recommendations indicated in REVIEWER USE ONLY Section and in comments below on ONE COPY of the transmittal form.

REVIEWER'S COMMENTS

COPIES TO: ROICC (2) LANTDIV (1) A-E (1)	DATE	SIGNATURE
---	------	-----------

CONTRACT NUMBER: N40085-12C-7714		REQUEST FOR INFORMATION		RFI NUMBER: RFI-0349	
CONTRACT TITLE: P1383 & P1384, Base Entry Point and Road, Phase II & III, MCB Camp Lejeune, NC					
PRIME CONTRACTOR: Dragados USA, Inc.			SUBCONTRACTOR/SUPPLIER:		
SUBJECT/TITLE OF RFI: CLEO missing light switch					
DRAWING(S): WA211, WA512, WE102, WE104, WE601		DETAIL(S): WA512 detail 9	SPECIFICATION:		CPM ACTIVITY NUMBER:
COST EFFECT: Undetermined at this time.					
INFORMATION REQUESTED & RECOMMENDED SOLUTION:					

This RFI concerns the absence of an electric switch to control the full-length LED light behind the acrylic panel in the CLEO waiting room (rm.101).

See plan sheets WA211 and WA512 for interior elevation and detail.

WE102 shows a 20A, 120v duplex receptacle behind the acrylic panel in the waiting room, rm.101. This is part of the A-4 electric circuit.

WE104 (lighting plan) shows a switch going to a junction box behind the reception counter in rm.102. This switch and junction box are part of the B-6 circuit. Plans show nothing in this junction box that is controlled by switch B-6 (rm.102).

How does the designer intend to control the full-length LED light behind the acrylic panel in the CLEO waiting room (rm.101)? If it is plugged into the duplex receptacle behind the acrylic panel it is not accessible.

Thanks. R/

(b)(6)

Date Response Required By: 8/30/2016

Date: 8/16/2016

Signature (b)(6)

From:(Desginer of Record)

To: (OICC Field Office)

RECOMMENDATION:

Date:

Signature:

From:(OICC Field Office)

To:(Prime Contractor)

REPLY:

The RFI system is intended to provide an efficient mechanism for responding to contractor's request for information ONLY. This system DOES NOT authorize the contractor to proceed with work - to do so, the contractor proceeds at his own risk. If the contractor considers the RFI response a changed condition, written notice to the Contracting Officer is required within 20 calendar days.

DISTRIBUTION: Original to File via OICC ☐ PL/DM ☐ ET ☐ A/E ☐ PC # via AROICC/CONTRACT OFFICER

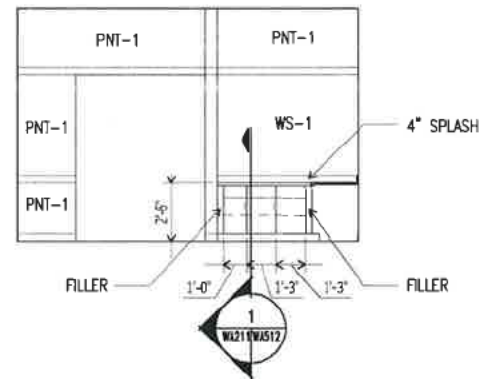
11/10/2011
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forrest

D

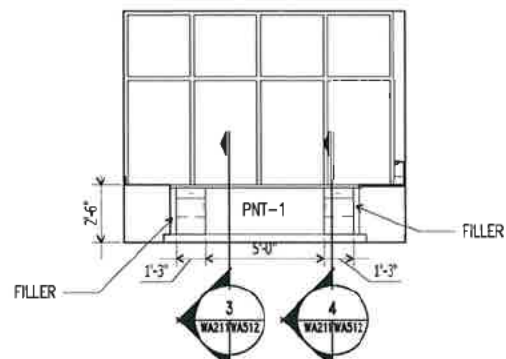
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B

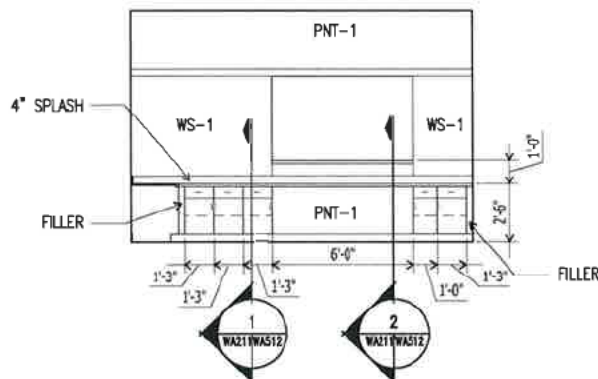
A



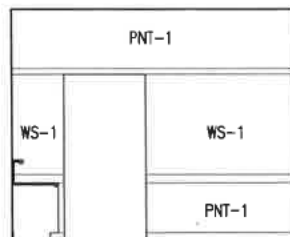
1 INTERIOR ELEVATION
RECEPTION 102 Scale: 1/4" = 1'



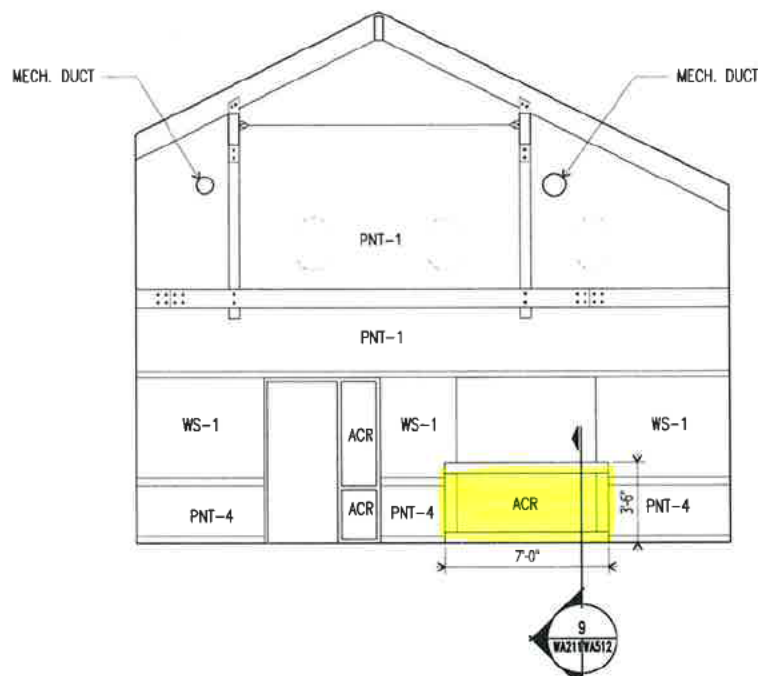
2 INTERIOR ELEVATION
RECEPTION 102 Scale: 1/4" = 1'



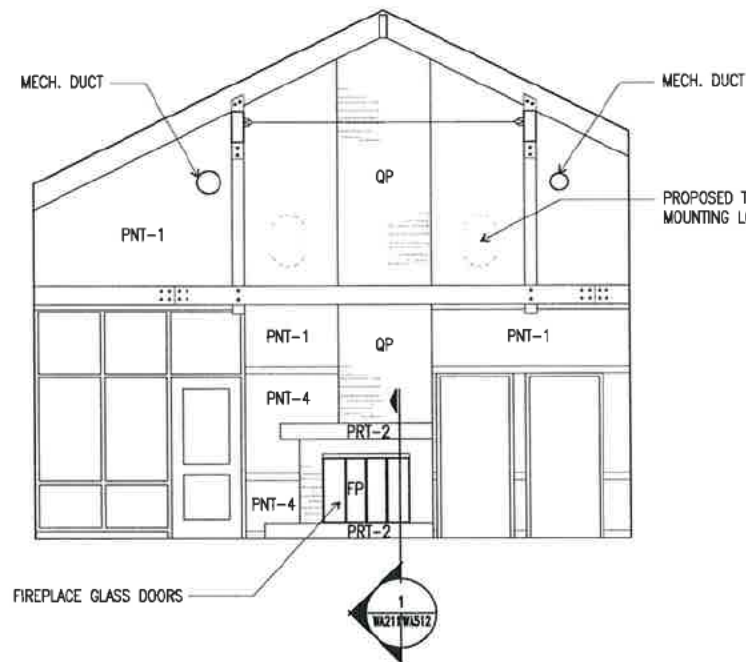
3 INTERIOR ELEVATION
RECEPTION 102 Scale: 1/4" = 1'



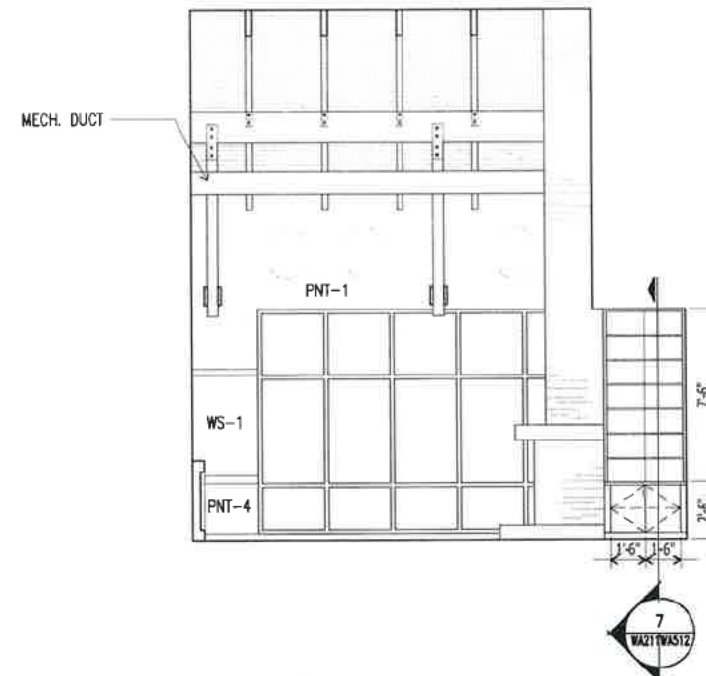
4 INTERIOR ELEVATION
RECEPTION 102 Scale: 1/4" = 1'



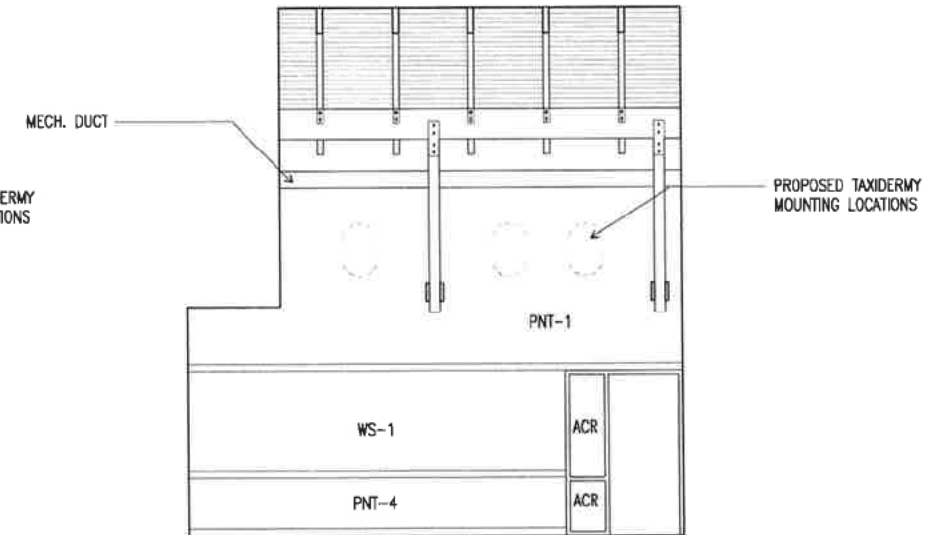
5 INTERIOR ELEVATION
WAITING 101 Scale: 1/4" = 1'



7 INTERIOR ELEVATION
WAITING 101 Scale: 1/4" = 1'



6 INTERIOR ELEVATION
WAITING 101 Scale: 1/4" = 1'



8 INTERIOR ELEVATION
WAITING 101 Scale: 1/4" = 1'

GENERAL NOTES

- SEE WA601 FOR FINISH SCHEDULE.



MAUNE
BELANGIA
FAULKENBERRY
ARCHITECTS, PA
317 C PULASKI STREET NEW BERT, NC 28560
TEL 252.637.6171 FAX 252.637.3235
WWW.MBFARCHITECTS.COM

APPROVED

FOR DRAWING NAVFAC

ACTIVITY

SATISFACTORY TO DATE

DESIGN: NGAJ DRAWN: PEF CHECK: NGAJ

PM/PM

DESIGNED BY: MANAGER

DATE: ENG/ARCH

FILE PRODUCTION

NAVAL FACILITIES ENGINEERING COMMAND

NAVAL FACILITIES ENGINEERING COMMAND - MID-ATLANTIC

NAVAL STATION NORFOLK VA

JACKSONVILLE, NC

MAINE PT

MARINE CORPS BASE, CAMP LEJEUNE

FY12 MCON P1383 (BASE BID)

NEW BASE ENTRY POINT

INTERIOR ELEVATIONS

SCALE: AS NOTED

PROJECT NO: P1383

CONTR. CONTR. NO.

NAVFAC DRAWING NO: 12593681

SHEET 81 OF 146

WA211

GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

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GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

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GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

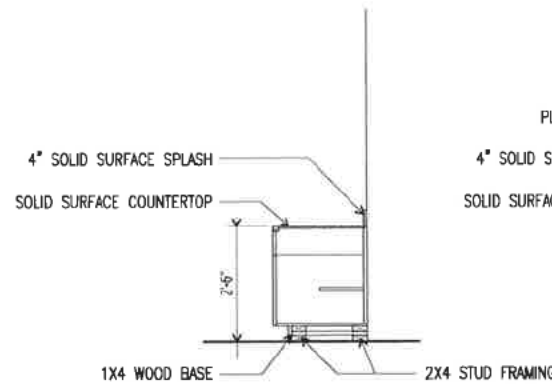
GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

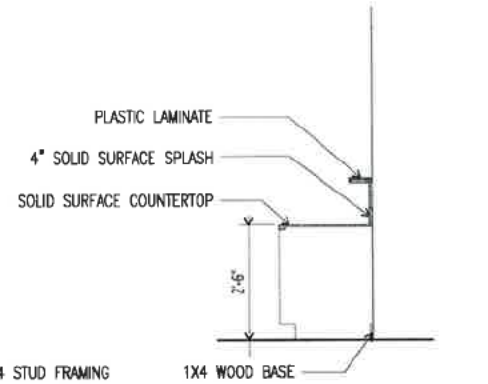
GRAPHIC SCALE: 1/4"=1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

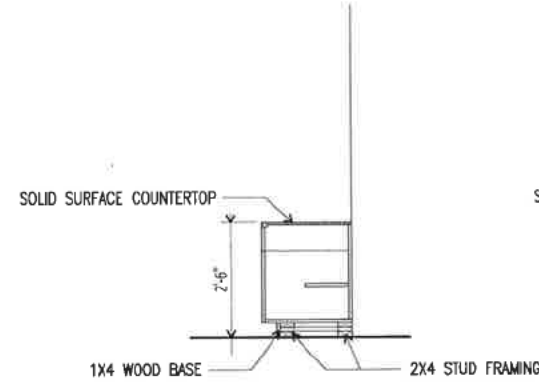
1/16/2012 CL - Main Gate GAME WARDEN COMPLEX.dwg\0901A A-512.dwg
Z:\0901A -
rindune



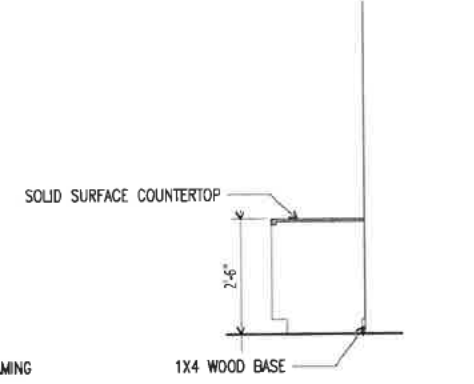
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Scale: 1/2" = 1'



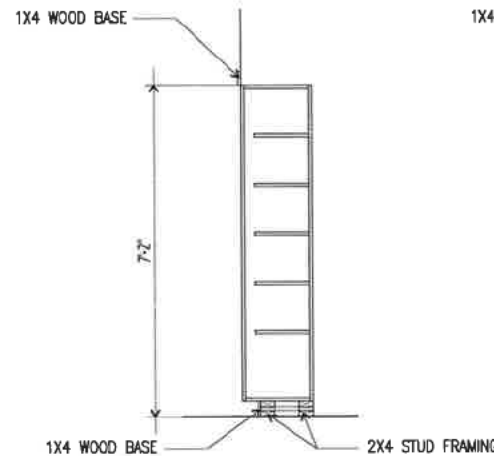
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Scale: 1/2" = 1'



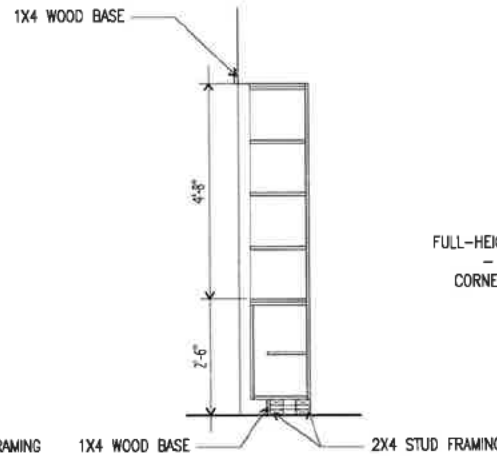
3 SECTION DETAIL
Scale: 1/2" = 1'



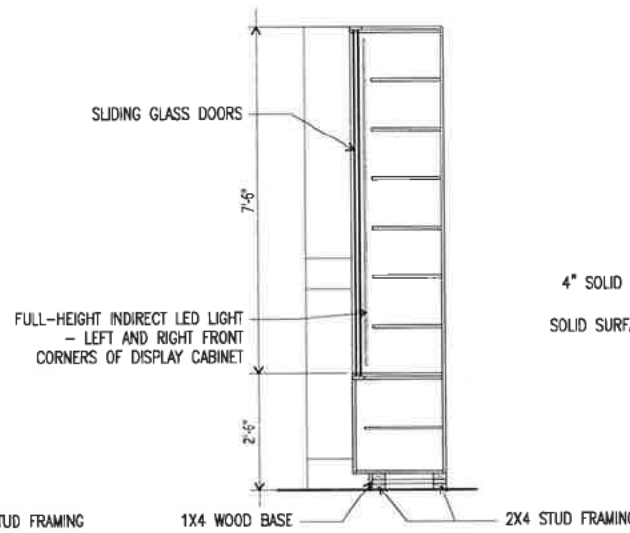
4 SECTION DETAIL
Scale: 1/2" = 1'



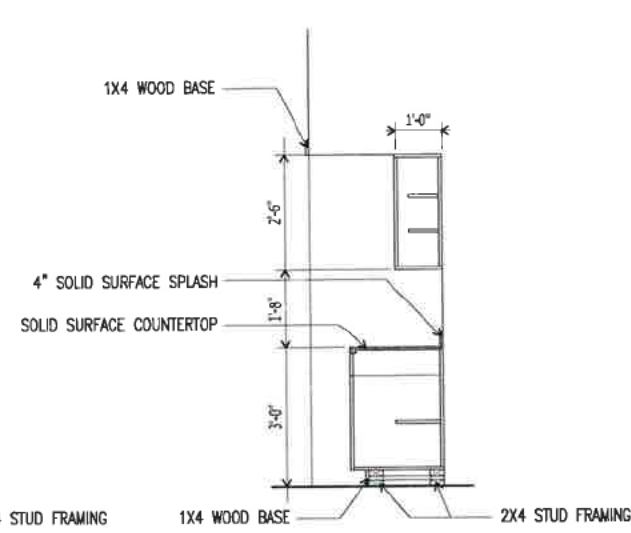
5 SECTION DETAIL
Scale: 1/2" = 1'



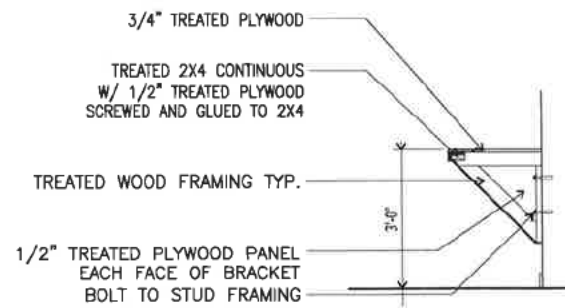
6 SECTION DETAIL
Scale: 1/2" = 1'



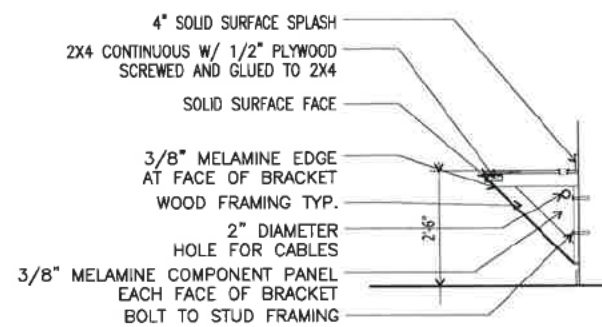
7 SECTION DETAIL
Scale: 1/2" = 1'



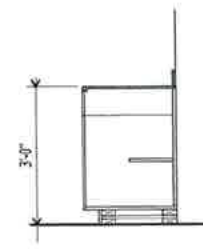
8 SECTION DETAIL
Scale: 1/2" = 1'



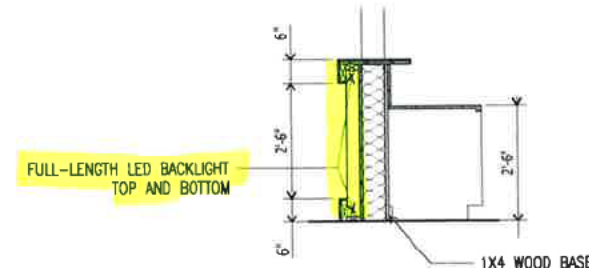
12 SECTION DETAIL
Scale: 1/2" = 1'



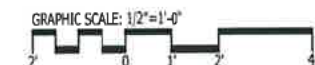
11 SECTION DETAIL
Scale: 1/2" = 1'



10 SECTION DETAIL
Scale: 1/2" = 1'



9 SECTION DETAIL
Scale: 1/2" = 1'



MAUNE
BELANGIA
FAULKENBERRY
ARCHITECTS, PA
117-C Redbank Street New Bern, NC 28560
Tel: 252.637.6373 Fax: 252.637.3295
www.mbfarchitects.com

APPROVED:
FOR CONTRACTOR NAVFAC
ACTIVITY

SATISFACTORY TO: DATE
DES: NGM DRW: PBF CHK: NGM
P/TOW
BRANCH: MANAGER
CHECK: ENG/ARCH

FILE PROTECTION

NAVAL FACILITIES ENGINEERING COMMAND - MID-ATLANTIC
NAVAL STATION, NORFOLK, VA

DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND - MID-ATLANTIC
NAVAL STATION, NORFOLK, VA

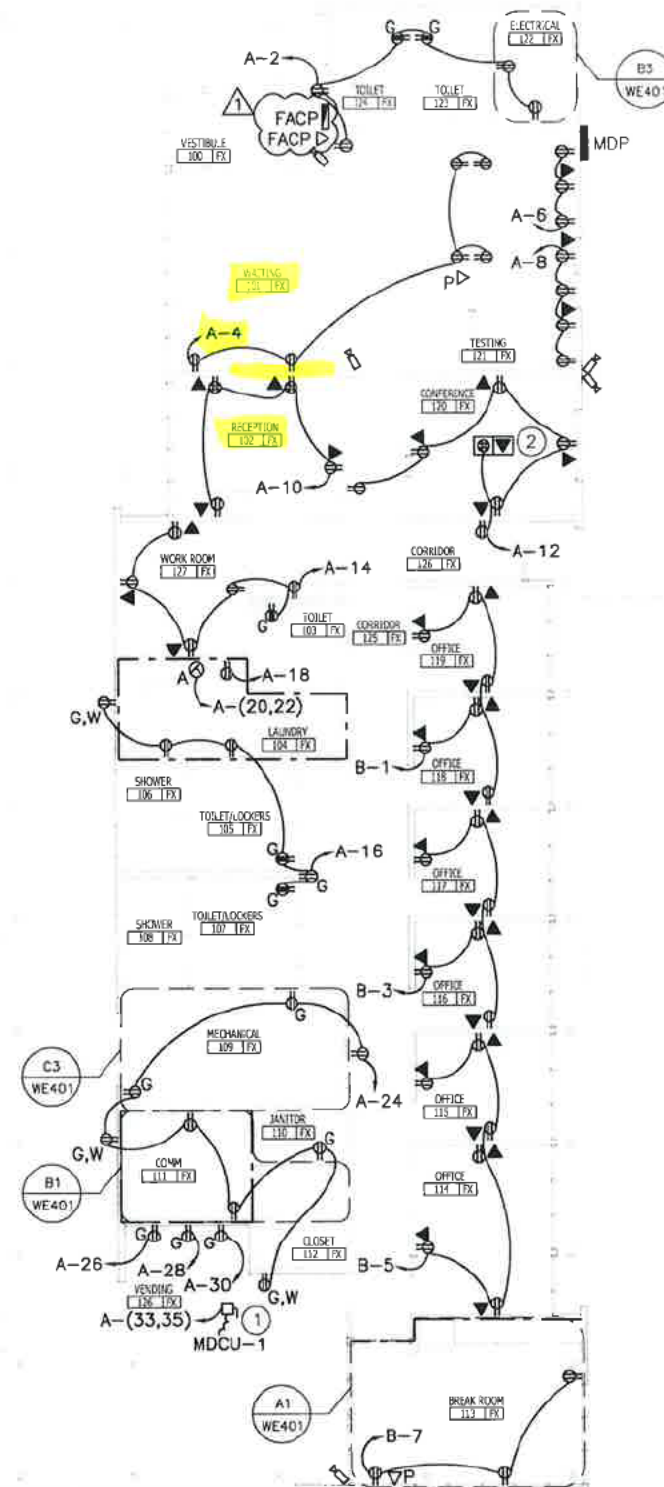
NAVAL FACILITIES ENGINEERING COMMAND - MID-ATLANTIC
NAVAL STATION, NORFOLK, VA
















NAVAL FACILITIES ENGINEERING COMMAND - MID-ATLANTIC
NAVAL STATION, NORFOLK, VA

NAVAL FACILITIES ENGINEERING COMMAND - MID-ATLANTIC
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NAVAL STATION, NORFOLK, VA

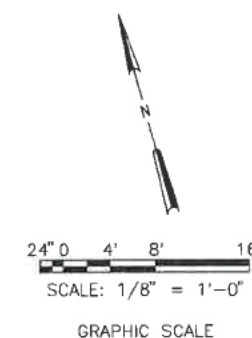


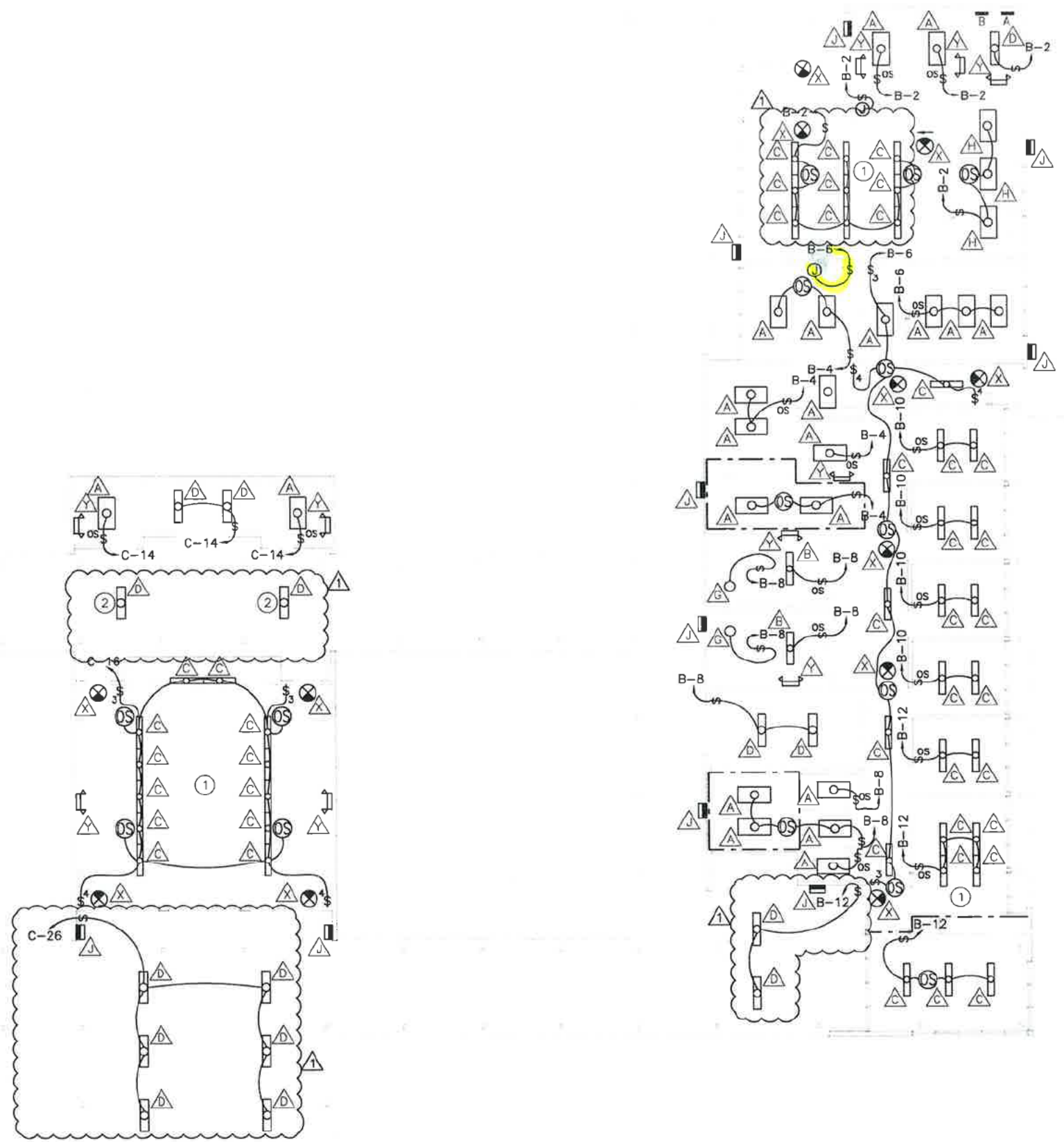
-  20A, 120V DUPLEX RECEPTACLE, 18" AFF ('G' - INDICATES A GROUND FAULT RECEPTACLE)
 RECEPTACLE, 20A, 120 VOLT MOUNTED AT 48" AFF. ('G' - INDICATES A GROUND FAULT RECEPTACLE)
 QUADRAPLEX 20A, 120V RECEPTACLE, 18" AFF
 TELEPHONE/DATA OUTLET - SEE DETAIL ON SHEET WT501
 PHONE OUTLET MOUNT AT 54" AFF. PROVIDE ONE JACK AND CAT6 CABLE.
 FIRE ALARM CONTROL PANEL NETWORK CONNECTION - TWO CAT6 CABLES IN 1-1/4" TO NETWORK CABINET
 FIRE ALARM CONTROL PANEL
 SURFACE MOUNTED PANELBOARD
 RECESSED PANELBOARD
 FLUSH MOUNTED, STEEL FLOOR BOX WITH ONE QUADRAPLEX RECEPTACLE AND ONE TELEPHONE/DATA OUTLET
 DISCONNECT SWITCH, NON-FUSED
 30A, 125/250V DRYER RECEPTACLE, NEMA 10-30R
 COMMUNICATIONS CABINET - SEE RISER DIAGRAM ON SHEET WT601 FOR DESCRIPTION
 SECURITY CAMERA (BY OTHERS) PROVIDE 4" SQUARE JUNCTION BOX. SEE CCTV SYSTEM RISER DIAGRAM ON SHEET WE602 FOR RACEWAY REQUIREMENTS.
 1 HOUR FIRE RATED WALL

- ① MDCU-1 TO BE LOCATED OVER VENDING MACHINES.
- ② INSTALL ONE DUPLEX RECEPTACLE AND ONE TELEPHONE/DATA OUTLET IN FLOOR AND CEILING. LOCATE IN CENTER OF ROOM.

EQUIPMENT SCHEDULE		
EQUIPMENT	FEEDER	DISCONNECT
MDCU-1	2#12, #12G, 1/2" C	30/2/250V/20AF/3P
DRYER	2#10, #10N, #10G, 3/4" C	N/A

(A1) MAIN ADMIN AND PAVILION/CLASSROOM ELECTRICAL POWER PLAN
SCALE: 1/8" = 1'-0"





(A1) MAIN ADMIN AND PAVILION/CLASSROOM ELECTRICAL LIGHTING PLAN
SCALE: 1/8" = 1'-0"

- LEGEND**
- RECESSED MOUNTED FLUORESCENT LIGHT FIXTURE
 - SURFACE MOUNTED FLUORESCENT LIGHT FIXTURE
 - DIRECT/INDIRECT FLUORESCENT LIGHT FIXTURE
 - VAPOR TIGHT FLUORESCENT LIGHT FIXTURE
 - RECESSED SHOWER LIGHT
 - RECESSED MOUNTED FLUORESCENT LIGHT FIXTURE
 - EXTERIOR WALL PACK FIXTURE
 - EMERGENCY LIGHT FIXTURE
 - EXIT SIGN
 - SWITCH, 20A ('3'-DENOTES THREE-WAY, '4'-DENOTES FOUR-WAY, 'OS'-DENOTES OCCUPANCY SENSOR)
 - OCCUPANCY SENSOR
 - JUNCTION BOX
 - 1 HOUR FIRE RATED WALL
- GENERAL NOTES:**
- SEE SHEET WE501 AND WE502 FOR LIGHTING FIXTURE SCHEDULE AND DETAILS.
 - ALL TYPE 'J' FIXTURES TO BE FED FROM CIRCUIT B-14 VIA PHOTOCELL MOUNTED ON ROOF.
 - ALL TYPE 'Y' AND 'X' FIXTURES TO BE FED FROM UNSWITCHED LEG OF NEAREST LIGHTING CIRCUIT.
- NEW WORK KEYNOTES:**
- TYPE 'C' FIXTURES IN THIS ROOM TO HAVE TWO LAMPS.
 - CONNECT FIXTURE TO CIRCUIT B-14.

REV	DATE	DESCRIPTION
1	8/14/10	RELOCATE/ADDITIONAL LIGHTING
2	8/14/10	SYN

NAVAC

(b)(6)

C/E M/S
ENGINEERING

10000 Engineering Rd.
2500 Kuntz Drive
Lafayette, LA 70503
713-885-1000
www.cemse.com
Project Manager

APPROVED:

FOR COMMANDER NAVAC

ACTN:

SATISFACTORY TO: DATE

DES: RSP | DRW: CRC | CHK: HEB

IN/TM:

BRANCH: WANGER

CHIEF ENG/ARCH:

FIRE PROTECTION:

DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND
NAVAL FACILITIES ENGINEERING COMMAND - MIDATLANTIC
NAVAL STATION - NORFOLK, VA
NAVAL STATION - JACKSONVILLE, NC

MARINE CORPS BASE, CAMP LEJEUNE
FY12 MCON P1383 (BASE BID)
NEW BASE ENTRY POINT
MAIN ADMIN AND CLASSROOM/PAVILION
ELECTRICAL LIGHTING PLAN

SCALE: AS NOTED
PROJECT NO: P1383
CONTR. CONTR. NO:

NAVAC DRAWING NO: 12593735
SHEET 135 OF 146

WE104

ORIGINATOR: 10/10/10

PANEL NO. MDP (NEMA 3R)							
VOLTAGE 208Y/120		PHASE 3		WIRE 4		LUG SIZE 400A	
CKT NO.	BRKR SIZE	LOAD	VA	CKT NO.	BRKR SIZE	LOAD	VA
1	250	PANEL A	71405	A 2	30	SITE LIGHTS	3840
3				B 4			
5				C 6			
7	100	PANEL C	19825	A 8			
9				B 10			
11				C 12			
13	100	PANEL D	18090	A 14			
15				B 16			
17				C 18			
19	40	LIFT STATION	7650	A 20	30	TVSS	
21				B 22			
23				C 24			
INTERRUPTING AMPERE CURRENT RATING FOR THIS ASSEMBLY SHALL BE 18,000 A. RMS SYM.							
TOTAL CONNECTED 128,365 VA				TOTAL DEMAND 120,810 VA 336 AMPS			

PANEL NO. A							
VOLTAGE 208Y/120		PHASE 3		WIRE 4		LUG SIZE 250A MAIN CB. MLO	
CKT. NO.	BRKR. SIZE	LOAD	VA	CKT. NO.	BRKR. SIZE	LOAD	VA
1	40	HP-2	4370	A 2	20	RCPTS-RMS 100, 122-124	900
3				B 4	20	RCPTS-RMS 101, 121	1080
5				C 6	20	RCPTS-RM 121	1200
7	50	HP-3	5820	A 8	20	RCPTS-RM 121	900
9				B 10	20	RCPTS-RM 102	1260
11				C 12	20	RCPTS-RMS 120, 125, 126	1440
13	40	HP-4	4370	A 14	20	RCPTS-RM 103, 127	1500
15				B 16	20	RCPTS-RMS 104-107, EWC	1500
17				C 18	20	WASHER	1000
19	20	HPWH-1	2140	A 20	30	DRYER	5000
21				B 22			
23				C 24			
25	30	P-2, P-3	1000	A 26	20	VENDING	1350
27				B 28	20	VENDING	1350
29				C 30	20	VENDING	1350
31	20	KEH-1	360	A 32	100	PANEL B	19550
33				B 34			
35				C 36			
37	50	MDCU-1	1980	A 38	100	PANEL B	19550
39				B 40			
41				C 42			
INTERRUPTING AMPERE CURRENT RATING FOR THIS ASSEMBLY SHALL BE 10,000 A. RMS SYM.							
TOTAL CONNECTED 78,960 VA				TOTAL DEMAND 71,405 VA 196 AMPS			

* - PROVIDE SHUNT TRIP TYPE CIRCUIT BREAKER
 ** - PROVIDE GROUND FAULT TYPE CIRCUIT BREAKER

PANEL NO. <u>B</u>							
VOLTAGE <u>208Y/120</u>		PHASE <u>3</u>		WIRE <u>4</u>		LUG SIZE <u>100A</u> MAIN CB. <u>MLO</u>	
CKT. NO.	BRKR. SIZE	LOAD	VA	CKT. NO.	BRKR. SIZE	LOAD	VA
1	20	RCPTS-RMS 118, 119	1320	A 2	20	LGTS-100-102, 120-124	1425
3	20	RCPTS-RMS 116, 117	1320	B 4	20	LGTS-RMS 102-104, 127	945
5	20	RCPTS-RMS 114, 115	1320	C 6	20	LGTS-CORRIDOR, RM120	700
7	20	RCPTS-RM 113	720	A 8	20	LGTS-RMS 105-112	1065
9	20	RCPTS-RM 113	1500	B 10	20	LGTS-RMS 116-119	1120
11	20	RCPTS-RM 113	1500	C 12	20	LGTS-RMS 113-115	1120
13	20	DISPOSAL-RM 113	600	A 14	20	LGTS-EXTERIOR	220
15	20	DISHWASHER-RM 113	1000	B 16	20	DDC CABINET	600
17	20	REFRIGERATOR-RM 113	800	C 18	20	SPARE	
19				A 20	20	SPARE	
21				B 22	20	SPARE	
23				C 24	20	SPARE	
25				A 26	20	SPARE	
27				B 28	20	SPARE	
29				C 30	20	SPARE	
31				A 32			
33				B 34			
35	20	MASS NOTIFICATION PANEL	600	C 36			
37	20	FIRE ALARM CONTROL PANEL	600	A 38			
39	20	RCPTS-TBB	360	B 40			
41	20	RCPTS-TBB	360	C 42			
INTERRUPTING AMPERE CURRENT RATING FOR THIS ASSEMBLY SHALL BE <u>10,000</u> A. RMS SYM.							
				TOTAL CONNECTED <u>19,550</u> VA			
				TOTAL DEMAND <u>19,550</u> VA <u>54</u> AMPS			

* - PROVIDE MEANS TO LOCK CIRCUIT BREAKER IN 'OPEN' POSITION

PANEL NO. <u> C </u>									
VOLTAGE <u>208Y/120</u>		PHASE <u>3</u>		WIRE <u>4</u>		LUG SIZE <u>100A</u>		MAIN CB. <u>100A</u>	
CKT. NO.	BRKR. SIZE	LOAD	VA	CKT. NO.	BRKR. SIZE	LOAD	VA		
1	50	HP-1	5820	A 2	20	RCPTS-RMS 130-133	900		
3				B 4	20	RCPTS-RM 129	720		
5				C 6	20	RCPTS-RM 129	1080		
7	20	P-1	2745	A 8	20	RCPTS-RM 129	720		
9				B 10	20	RCPTS-RM 129	360		
11				C 12	20	RCPTS-RM 129	720		
13	20	UH	2000	A 14	20	LGTS-RMS 130-132	350		
15				B 16	20	LGTS-RM 129	1410		
17				C 18	20	COMM RACK	600		
19				A 20	20	RCPTS-RM 129	720		
21				B 22	20	RCPTS-RM 129	1080		
23				C 24	20	DDC CABINET	600		
25				A 26	20	LGTS-PORCH	420		
27				B 28	20	SPARE			
29				C 30	20	SPARE			
31				A 32					
33				B 34					
35				C 36					
37				A 38					
39				B 40					
41	20	FIRE ALARM CONTROL PANEL	600	C 42					
* INTERRUPTING AMPERE CURRENT RATING FOR THIS ASSEMBLY SHALL BE <u>10,000</u> A. RMS SYM.									
				TOTAL CONNECTED <u>19,825</u> VA					
				TOTAL DEMAND <u>19,825</u> VA <u>55</u> AMPS					

* - PROVIDE MEANS TO LOCK CIRCUIT BREAKER IN 'OPEN' POSITION

PANEL NO. <u> D </u>							
VOLTAGE <u>208Y/120</u>		PHASE <u>3</u>		WIRE <u>4</u>		LUG SIZE <u>100A</u> MAIN CB. <u>100A</u>	
CKT. NO.	BRKR. SIZE	LOAD	VA	CKT. NO.	BRKR. SIZE	LOAD	VA
1	30	MDHP-2	2600	A 2	20	LGTS-EXT	420
3				B 4	20	LGTS-200-202, 206	980
5				C 6	20	LGTS-RM 203	980
7	20	RCPTS-RM 201, EXT	960	C 6	20		
9	20	RCPTS-RM 201	1800	A 8	20	COMM RACK	600
11	20	RCPTS-RM 200, 202	1200	B 10	20	SPARE	
13	20	RCPTS-RM 203	720	C 12	20	SPARE	
15	20	RCPTS-RM 203	900	A 14	20	SPARE	
17	20	RCPTS-RM 206, EXT	720	B 16	20	SPARE	
19	20	CLOSED VEHICLE BAY HEATER	2000	C 18	20	SPARE	
21				A 20	20	SPARE	
23				B 22	20	SPARE	
25	20	OPEN VEHICLE STORAGE	680	C 24	20	SPARE	
27	20	MOTORIZED GATE	750	A 26			
29	20	FLAMMABLE STORAGE	180	B 28			
31	20	TOOL STORAGE HEATER	2000	C 30			
33				A 32			
35				B 34			
37				C 36			
39				A 38			
41				B 40			
* 41	20	FIRE ALARM CONTROL PANEL	600	C 42			
INTERRUPTING AMPERE CURRENT RATING FOR THIS ASSEMBLY SHALL BE <u>10,000</u> A. RMS SYM.							
				TOTAL CONNECTED <u>18,090</u> VA			
				TOTAL DEMAND <u>18,090</u> VA <u>50</u> AMPS			

From: (b)(6) .NAVFAC MIDLANT, ROICC Camp Lejeune
To: (b)(6) .NAVFAC MIDLANT, BD; (b)(6) .NAVFAC MIDLANT, Staff; (b)(6) (b) .NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) .NAVFAC MIDLANT, ROICC Camp Lejeune
Subject: Correspondence Regarding Group II (Email 1), Freedom of Information Act (FOIA) Request DON-NAVY-2017-003161 - Camp Lejeune - P1383 & P1384 Base Entry Point / CLEO Building Projects Contract No. K1310-002-S / Project Number K1310 SLO Case No. 16-970
Date: Friday, May 12, 2017 13:19:09
Attachments: [Non-DoD Source RE P-1383 CLEO TAB Verification and PVT field checks preparations.msg](#)
[Non-DoD Source RE July Invoice Questions.msg](#)
[Non-DoD Source Transmittal 1278 RFI-349 CLEO ELECTRICAL LIGHT SWITCH ABSENT.msg](#)
[Non-DoD Source DISPOSITION OF THE 4-TIER LOCKERS.msg](#)
[Non-DoD Source FW Scheduling for swap out of HDPE Single Tier Lockers for Camp Lejeune Entry CLEO 2 .msg](#)
[Non-DoD Source FW Lockers. Cleo.msg](#)
[RE Lockers. Cleo.msg](#)
[RE Lockers. Cleo.msg](#)
[PT 3.msg](#)
[Non-DoD Source RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES.msg](#)
[Non-DoD Source FW URGENT RFI.msg](#)
[RE URGENT RFI.msg](#)
[Non-DoD Source FW RFP-063 CLEO LOCKERS AND ELECTRICAL CHANGES.msg](#)
[Non-DoD Source FW J.T. Yates Electric Service Inc. Group III Mgt. Inc. \(16-9704\).msg](#)
[RE Rack Add at CLEO.msg](#)
[Non-DoD Source FW Rack Add at CLEO.msg](#)
[Non-DoD Source CLEO PLUMBING QUESTION.msg](#)
[Non-DoD Source RE Remaining TAB work .msg](#)
[Non-DoD Source Transmittal 1315 RFI-357 CLEO CLASSROOM COLD-WATER LINE FLOW-PRESSURE TO WATER CLOSETS.msg](#)
[RE Non-DoD Source Fw Dragados USA Inc..msg](#)

There will be several emails with Group III correspondence. In the last email I'll let you know how many total were sent.

Thanks!

R/

(b)(6)

(b)(6)
Contract Specialist
ROICC Camp Lejeune

(b)(6)
DSN (b)(6)
(6) fax
(b)(6)

CONTRACTOR'S SUBMITTAL TRANSMITTAL
LANTDIV NORFOLK 4-43553 (Rev. 11-80)

CONTRACT NO. N40085-12-C-7714	TRANSMITTAL NO. 12212016 1315	DATE 12/21/2016
----------------------------------	----------------------------------	--------------------

FROM CONTRACTOR

Dragados USA - (b)(6)

TO

OICC, (b)(6)

Supervisory Construction Mgr

PROJECT TITLE AND LOCATION

P1383 & P1384 - New Base Entry Point and Road at MCB Camp Lejeune

CONTRACTOR USE ONLY

*List only one specification division per form

List only one of the following categories on each transmittal form.
and indicate which is being submitted

☐ Contractor Approved

☒ OICC Approval

☐ Deviation/Substitution
For OICC Approval

REVIEWER USE ONLY

** ACTION CODES

A-Approved

D-Disapproved

AN-Approved as noted

RA-Receipt acknowledged

C-Comments

R-Resubmit

ITEM NO	PROJ. SPEC. SECT. & PARA. and/or PROJ. DWG. NO.	ITEM IDENTIFICATION (Type, size, model no., Mfg name, dwg. or brochure number)	NO. OF COPIES	ACTION CODES ***	REVIEWER'S INITIALS CODE AND DATE
1		RFI-357, CLEO classroom cold water line flow-pressure to water closets	1		

CONTRACTOR'S COMMENTS

(b)(6)

	CONTRACTOR	
DATE RECEIVED BY REVIEWER	FROM (Reviewer)	

☐ Submittals are returned with action indicated. Approval of an item does not include approval of any deviation from the contract requirements unless the contractor calls attention to and supports the deviation.

☐ Submittals are forwarded to LANTDIV with A-E recommendations indicated in REVIEWER USE ONLY Section and in comments below on ONE COPY of the transmittal form.

REVIEWER'S COMMENTS

COPIES TO: ROICC (2) LANTDIV (1) A-E (1)	DATE	SIGNATURE
---	------	-----------

CONTRACT NUMBER: N40085-12C-7714		REQUEST FOR INFORMATION		RFI NUMBER: RFI-0357	
CONTRACT TITLE: P1383 & P1384, Base Entry Point and Road, Phase II & III, MCB Camp Lejeune, NC					
PRIME CONTRACTOR: Dragados USA, Inc.			SUBCONTRACTOR/SUPPLIER:		
SUBJECT/TITLE OF RFI: CLEO classroom cold water line flow-pressure to water closet					
DRAWING(S): WP101, WP601		DETAIL(S):	SPECIFICATION:	CPM ACTIVITY NUMBER: ...	
COST EFFECT: Undetermined at this time.					

INFORMATION REQUESTED & RECOMMENDED SOLUTION:
 (b)(6) - AMEC, (b)(6) - AMEC, (b)(6) - CEMS, (b)(6) - CEMS, (b)(6) - NAVFAC

Good afternoon (b)(6) We're having a problem with the efficiency of the flush in the commodes in the CLEO Classroom building. It's pressure related. We are using American Standard toilets and valves and have the 1" cold water piping coming in as shown on the plans. (there is 2" service to the Admin building, 1-1/2" service to the mechanical room in the Admin building, then 1" service to the Classroom toilets.)

We know from our product specs that we must have 25psi to flush the commodes. We've had a plumber come out and measure the cold-water line **static-pressure** at 50psi. As soon as the toilet is flushed the **flow-pressure** drops to zero and then slowly climbs back up.

We replaced the valves to rule out having faulty valves and the problem continues so we don't feel it is the valve. We contacted technical services for American Standard and they inquired about the length of the run of 1" cold-water pipe. We said it was between 75'-100' (distance from the Admin mechanical room to the Classroom toilet). They sent the attached Uniformed Plumbing Code (UPC) fixture unit table for determining water pipe sizes. They said in conversation that even 75' is too long a distance for 1" pipe to maintain **flow-pressure** of greater than 25psi. (flow-pressure being more important than static-line pressure).

We talked about remedies. Three options were discussed.

1. Increase the line size to 1-1/2". There is no interest in pursuing this option.
2. Install line boosters. A viable option but they said there could still be problems if both toilets were flushed simultaneously. I don't recommend this option.
3. **Install a toilet that has a water tank.** This is the most practical remedy. The fact that the building is a Game Warden facility on a Marine Corps Base should alleviate vandalism concerns about having a tank-type toilet. I am recommending this option.

Given the above facts do you accept that the flow-pressure to toilet room no.130 may be insufficient to (b)(6) about the remedies discussed? Thanks, R/ (b)(6)

Date Response Required By: 1/04/2017

Date: 12/21/2016

S

From: (Designer of Record)
 To: (OICC Field Office)
 RECOMMENDATION:

Date:

Signature:

From: (OICC Field Office)
 To: (Prime Contractor)
 REPLY:

The RFI system is intended to provide an efficient mechanism for responding to contractor's request for information ONLY. This system DOES NOT authorize the contractor to proceed with work - to do so, the contractor proceeds at his own risk. If the contractor considers the RFI response a changed condition, written notice to the Contracting Officer is required within 20 calendar days.

DISTRIBUTION: Original to File via OICC ☐ PL/DM ☐ ET ☐ A/E ☐ PC # via AROICC/CONTRACT OFFICER

From: (b)(6) [MARFORCOM, GF, EMD, ECON, CLEO](#)
To: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#)
Cc: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [\(Group III Mgt Superintendent\)](#)
Subject: PT_3
Date: Thursday, August 25, 2016 15:15:59

(b)(6) we are clear of PT-3 as of this afternoon! Will stop in tomorrow morning for one last pass at 0800!

R/S

(b)(6)
Chief Conservation Law Enforcement Officer

(b)(6)

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. This document is protected from disclosure by Title 10, U.S.C. Section 102 (1978). If you have inadvertently received this document, please return it to the sender and destroy any copies.

-----Original Message-----

From: (b)(6) [\[mailto:\(b\)\(6\)\]](#)
Sent: Thursday, August 25, 2016 8:53 AM
To: (b)(6)
Cc: (b)(6) (Group III Mgt Superintendent)
Subject: [Non-DoD Source] FW: Lockers. Cleo

(b)(6), I'd like to install the lockers in the CLEO on 31Aug. Any objections? R/

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) | Email: (b)(6)
<[mailto:\(b\)\(6\)](#)>

Dragados USA, Inc. is An Equal Opportunity Employer

From: (b)(6)
Sent: Wednesday, August 24, 2016 7:57 PM
To: (b)(6)
Subject: Lockers. Cleo

(b) the locker sub asked me could they do the locker switch out on August 31st that is a Wednesday! Thanks

From: (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#)
To: (b)(6)
Cc: (b)(6) [NAVFAC MIDLANT, ROICC Camp Lejeune](#)
Subject: RE: [Non-DoD Source] Fw: Dragados USA, Inc.
Date: Friday, March 10, 2017 9:31:37

I believe the Contracting Officer for this procurement is (b)(6). I've cc'd her on this email. v/r, (b)(6)

(b)(6)
Assistant Deputy for Small Business
Naval Facilities Engineering Command MID-ATLANTIC
1005 Michael Road
Camp Lejeune, NC 28547-2521
(b)(6)
NAVFAC OSBP -- Gateway to Opportunities

-----Original Message-----

From: (b)(6) [mailto:\(b\)\(6\)](#)
Sent: Friday, March 10, 2017 7:07 AM
To: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune
Cc: (b)(6)
Subject: [Non-DoD Source] Fw: Dragados USA, Inc.

Please call if questions. We need assistance

Thank You,

(b)(6) - President

Group III Mgt., Inc.
2820 W. Vernon Ave.
Kinston, NC 28504
(b)(6)

Website: www.groupiiimgt.com

-----Original Message-----

From: (b)(6) NAVFAC MIDLANT, PWD Oceana
Sent: Thursday, March 09, 2017 4:29 PM
To: (b)(6)
Cc: (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune ; (b)(6) ; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune ; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune ; (b)(6) NAVFAC MIDLANT, ROICC Camp Lejeune
Subject: RE: Dragados USA, Inc.

Hi Ms. (b)(6)

As of December 2012, I no longer work for the Norfolk team in the address block in your notice. Mr. (b)(6) should be able to forward it to the appropriate Contracting Officer.

Thank you,

(b)(6) | Contracting Officer| C.F.C.M.

NAVFAC Mid-Atlantic | PWD Oceana
953 Hornet Drive, Building 820, Suite 213, Virginia Beach, Virginia 23460
P: (b)(6) | Email: (b)(6)

-----Original Message-----

From: (b)(6) [mailto:(b)(6)]
Sent: Thursday, March 09, 2017 4:04 PM
To: (b)(6) NAVFAC MIDLANT, PWD Oceana
Cc: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6);
(b)(6); (b)(6); (b)(6)
Subject: [Non-DoD Source] Dragados USA, Inc.

NOTE: Hardcopy is being sent via First Class mail.

THE ATTACHED IS BEING SENT TO YOU ON BEHALF OF (b)(6):

Kindly forward your comments, questions or concerns directly to (b)(6) at (b)(6)

Thank you.

(b)(6) | ADMINISTRATIVE ASSISTANT (b)(6)
<mailto:(b)(6)> P (b)(6) | F (b)(6)

Smith Anderson<<http://www.smithlaw.com/images/smithandersonEmail.png>>
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.
Wells Fargo Capitol Center
150 Fayetteville Street, Suite 2300 | Raleigh, NC 27601 P.O. Box 2611 |
Raleigh, NC 27602-2611 smithlaw.com <<http://www.smithlaw.com/>> | map
<<http://www.smithlaw.com/contact-1.html>>

From: (b)(6) [MARFORCOM, GF, EMD, ECON, CLEO](#)
To: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#)
Cc: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [\(Group III Mgt Superintendent\)](#)
Subject: RE: Lockers. Cleo
Date: Thursday, August 25, 2016 15:14:38

No objections, bring them on!

R/S

(b)(6)
Chief Conservation Law Enforcement Officer

(b)(6)

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-----Original Message-----

From: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#) [[mailto:\(b\)\(6\)](#)]
Sent: Thursday, August 25, 2016 9:13 AM
To: (b)(6); (b)(6)
Cc: (b)(6) [\(Group III Mgt Superintendent\)](#)
Subject: RE: Lockers. Cleo

No objections if Paul concurs and can support.

(b)(6)
Construction Manager
RIOCC Camp Lejeune, NC

(b)(6)

(b)(6)

-----Original Message-----

From: (b)(6) [[mailto:\(b\)\(6\)](#)]
Sent: Thursday, August 25, 2016 8:53 AM
To: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [MARFORCOM, GF, EMD, ECON, CLEO](#)
Cc: (b)(6) [NAVFAC MIDLANT, RIOCC Camp Lejeune](#); (b)(6) [\(Group III Mgt Superintendent\)](#)
Subject: [Non-DoD Source] FW: Lockers. Cleo

(b)(6), I'd like to install the lockers in the CLEO on 31Aug. Any objections? R/

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) | c (b)(6) | Email: (b)(6)
<[mailto:\(b\)\(6\)](mailto:(b)(6))>

Dragados USA, Inc. is An Equal Opportunity Employer

From: (b)(6)
Sent: Wednesday, August 24, 2016 7:57 PM
To: (b)(6)
Subject: Lockers. Cleo

(b)(6) the locker sub asked me could they do the locker switch out on August 31st that is a Wednesday! Thanks

From: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune
To: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6) MARFORCOM, GF, EMD, ECON, CLEO
Cc: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6) (Group III Mgt Superintendent)
Subject: RE: Lockers. Cleo
Date: Thursday, August 25, 2016 9:13:09

No objections if Paul concurs and can support.

(b)(6)
Construction Manager
RIOCC Camp Lejeune, NC
(b)(6)

-----Original Message-----

From: (b)(6) [mailto:(b)(6)]
Sent: Thursday, August 25, 2016 8:53 AM
To: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6) MARFORCOM, GF, EMD, ECON, CLEO
Cc: (b)(6) NAVFAC MIDLANT, RIOCC Camp Lejeune; (b)(6) (Group III Mgt Superintendent)
Subject: [Non-DoD Source] FW: Lockers. Cleo

(b)(6) I'd like to install the lockers in the CLEO on 31Aug. Any objections? R/

(b)(6) | Deputy Project Manager & Small Business Liaison | cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) d (b)(6) | Email: (b)(6)
<mailto:(b)(6)>

Dragados USA, Inc. is An Equal Opportunity Employer

From: (b)(6)
Sent: Wednesday, August 24, 2016 7:57 PM
To: (b)(6)
Subject: Lockers. Cleo

(b)(6) the locker sub asked me could they do the locker switch out on August 31st that is a Wednesday! Thanks

From: (b)(6) [.MCIEAST, Telecom Support Div.](#)
To: (b)(6) [.MCIEAST, Telecom Support Div.](#); (b)(6) [.MCIEAST G-6, Telecommunications Support Division](#); (b)(6) [.MCIEAST, Telecom Support Div.](#)
Cc: (b)(6) [.NAVFAC MIDLANT, ROICC Camp Lejeune](#); (b)(6) [.NAVFAC MIDLANT, ROICC Camp Lejeune](#); (b)(6) [.NAVFAC MIDLANT, ROICC Camp Lejeune](#)
Subject: RE: Rack Add at CLEO
Date: Tuesday, November 29, 2016 11:40:23

Thanks (b)(6),

First I have no authority to direct anyone to add a second rack... I simply recommend or request based on information I am presented and it could be denied

This second rack is generated per specifications, specifically the 27 10 00 which only allows 30 rack units to be used for cabling and reserves 15 rack units for IT equipment ...

So if their cabling per specifications does not fit in the 30 rack units allocated then a SECOND rack is needed per specifications NOT per (b)(6) (b)(6)

If they did not allocate for the second rack then they must not have done due diligence on their survey and cost estimation or read the specification ...

Basic math, a copy of the comm drawings, and the specification is all that is needed to figure out how many racks are needed ...

(b)(6)
Lead Investigator / Inspector / IT Project Manager
Base Telephone Building 25
(b)(6)

-----Original Message-----

From: (b)(6) [\[mailto:\(b\)\(6\)\]](#)
Sent: Tuesday, November 29, 2016 11:27 AM
To: (b)(6)

Subject: [Non-DoD Source] FW: Rack Add at CLEO

Good morning (b)(6) Please see the below email from my telecomm sub and then the attached drawings for the CLEO telecomm room (Rm. 111). I've been trying to get to the bottom of this as I don't have documentation from you on a request to add a second rack. I've seen the comm room rack and there are 2 "not-full" telecomm racks. My sub says that you were concerned about 1 rack being too crowded and directed him to add a second rack. If you made this request then fair-is-fair and I want to pursue getting Peerless paid. Please consider this email and advise if you directed my sub to add a second rack. Thanks. R (b)(6)

(b)(6) | Deputy Project Manager & Small Business Liaison |

cid:image001.png@01CCA871.8C8E7960 |

311 Parachute Tower Road | Camp Lejeune, NC 28542 |

Phone: w (b)(6) c (b)(6) | Email: (b)(6)
<[mailto:\(b\)\(6\)](#)>

From (b)(6) [[mailto:\(b\)\(6\)](#)]
Sent: Thursday, October 27, 2016 3:01 PM
To (b)(6)
Cc (b)(6) (PM, Group III Management)
Subject: FW: Rack Add at CLEO

Guys,

Can you please get an approval to Yates for the added rack that (b)(6) requested? This has been going on for a year now. Thanks

(b)(6), RCDD

General Manager

Peerless Communications inc.

From (b)(6) [[mailto:\(b\)\(6\)](#)]
Sent: Wednesday, October 26, 2016 10:09 AM
Subject: Rack Add at CLEO

I still need a PO for this add that was requested by the base.
Thanks

(b)(6), RCDD

General Manager

Peerless Communications inc

From: (b)(6) <[mailto:(b)(6)]> NAVFAC MIDLANT, ROICC Camp Lejeune
To: (b)(6) <[mailto:(b)(6)]> NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) <[mailto:(b)(6)]> NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) <[mailto:(b)(6)]> NAVFAC MIDLANT, ROICC Camp Lejeune
Cc: (b)(6) <[mailto:(b)(6)]> (Group III Mgt Superintendent)
Subject: RE: URGENT RFI
Date: Thursday, September 22, 2016 13:14:31

No, I told (b)(6) and (b)(6) to send an RFI about this issue.

(b)(6)
Engineering Technician
ROICC Camp Lejeune
1005 Michael Rd Camp Lejeune, NC 28547
Office (b)(6)
Mobile (b)(6)

-----Original Message-----

From: (b)(6) <[mailto:(b)(6)]>
Sent: Thursday, September 22, 2016 12:47 PM
To: (b)(6) <[mailto:(b)(6)]> NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) <[mailto:(b)(6)]> NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) <[mailto:(b)(6)]> NAVFAC MIDLANT, ROICC Camp Lejeune; (b)(6) <[mailto:(b)(6)]> NAVFAC MIDLANT, ROICC Camp Lejeune
Cc: (b)(6) <[mailto:(b)(6)]> (Group III Mgt Superintendent)
Subject: [Non-DoD Source] FW: URGENT RFI

Good afternoon (b)(6) Is the below accurate? Should we move the heat pump apparatus to the adjacent room?
Thanks. R/ (b)(6)

From: (b)(6) <[mailto:(b)(6)]>
Sent: Thursday, September 22, 2016 9:50 AM
To: (b)(6) <[mailto:(b)(6)]>
Subject: URGENT RFI

(b)(6)
There is not enough room in the gatehouse mechanical room 123 to install the heat pump apparatuses without it being in the middle of the room. We would like to move the apparatuses to room 123 next door, up against the wall divides storage 122 and mechanical 123. (b)(6) has looked at it and said he agrees there is not enough room in mechanical 123 and that he is ok with this plan but it needs to go up the chain via RFI. THIS IS VERY URGENT.

Thank you -

(b)(6)